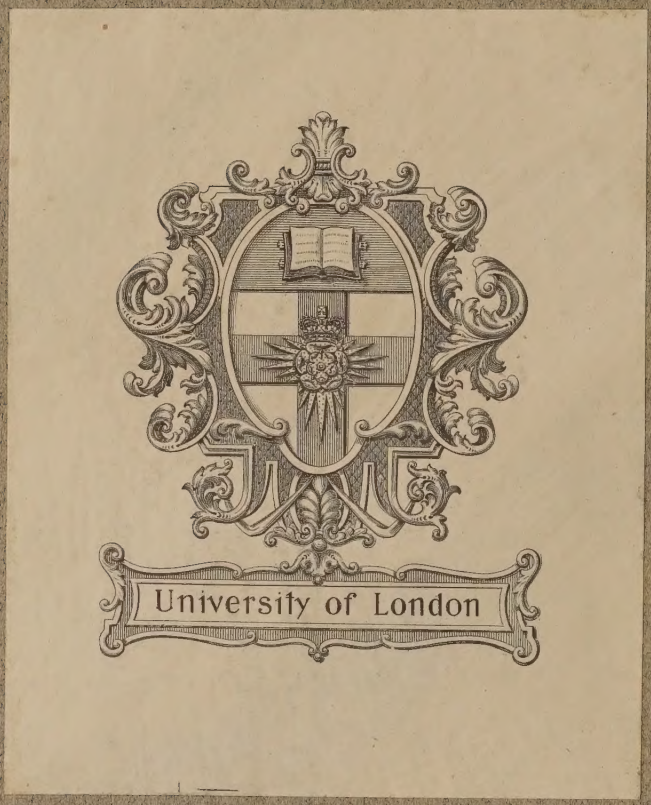
University of London

605342

REPORTS

FROM

COMMITTEES:

ELEVEN VOLUMES.

—*(9.)*—

CONTRACTS FOR PUBLIC DEPARTMENTS.

Session

30 *April*—— 28 *August* 1857.

VOL. XIII.

1857—Sess. 2.

REPORTS FROM COMMITTEES:

1857—Sess. 2.

ELEVEN VOLUMES:—CONTENTS OF THE

NINTH VOLUME.

N.B.—*THE* Figures *at the* beginning of the line, *correspond with the* N° *at the foot of each* Report; *and the* Figures *at the* end of the line, *refer to the* MS. Paging *of the Volumes arranged for The House of Commons.*

CONTRACTS (PUBLIC DEPARTMENTS):

269. REPORT from the Select Committee appointed to inquire into the Principle adopted for making CONTRACTS for the PUBLIC DEPARTMENTS, and the Effect which the present System has upon the Expenditure of PUBLIC MONEY; together with the PROCEEDINGS of the COMMITTEE, MINUTES of EVIDENCE, and APPENDIX - - p. 1

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REPORT

FROM THE

SELECT COMMITTEE

ON

CONTRACTS (PUBLIC DEPARTMENTS);

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE,

MINUTES OF EVIDENCE,

AND

APPENDIX.

Ordered, by The House of Commons, *to be Printed,*
13 *August* 1857.

269—Sess. 2.

Jovis, 14° *die Maii*, 1857.

Ordered, That a Select Committee be appointed to inquire into the principle adopted for making Contracts for the Public Departments, and the effect which the present system has upon the expenditure of Public Money.

Martis, 19° *die Maii*, 1857.

A Select Committee was nominated accordingly as follows:

Colonel Boldero.	Sir John Ramsden.
Mr. Corry.	Mr. Westhead.
Sir C. Napier.	Colonel North.
Mr. Osborne.	Mr. Philips.
Mr. Muntz.	Mr. Puller.
Viscount Duncan.	Mr. Liddell.
Mr. Mitchell.	Sir John Hanmer.
Lord Claud Hamilton.	

The Committee to have power to send for Persons, Papers, and Records.

Five to be the Quorum.

Jovis, 21° *die Maii*, 1857.

Ordered, That the Committee do consist of 17 members, and that Mr. Monsell and Colonel Gilpin be added.

Lunæ, 25° *die Maii*, 1857.

Ordered, That the Reports from the Select Committees on Contracts for Public Departments in Sessions 1856 and 1857, together with the Minutes of the Evidence taken before them, be referred to the Select Committee on Contracts (Public Departments).

Lunæ, 8° *die Junii*, 1857.

Mr. Osborne discharged from further attendance on the Select Committee. Mr. Thomas George Baring added to the Committee.

Sabbati, 20° *die Junii*, 1857.

Mr. Muntz discharged from further attendance, and Mr. Newdegate added to the Select Committee.

Sabbati, 27° *die Junii*, 1857.

Ordered, That Sir John Hanmer, Mr. Puller, and Colonel North be discharged from further attendance on the Select Committee. Lord Clarence Paget, General Codrington, and Mr. Jackson added.

Jovis, 13° *die Augusti*, 1857.

Ordered, That the Committee have power to report their Observations, together with the Minutes of Evidence taken before them, to The House.

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REPORT.

THE SELECT COMMITTEE appointed "to inquire into the Principle adopted for making CONTRACTS for the PUBLIC DEPARTMENTS, and the effect which the present system has upon the Expenditure of Public Money;" and who were empowered to report their Observations, together with the Minutes of Evidence taken before them, to The House:——HAVE considered the matters to them referred, and agreed to the following REPORT:

YOUR Committee have received Evidence with regard to the system of Government Contracts, but are unable this Session to conclude their inquiries.

Your Committee recommend that the Evidence should be printed for the information of The House, and that the Committee should be re-appointed next Session in order to pursue the inquiry.

Your Committee think it necessary, however, to inform The House with reference to the course which they have pursued in calling Witnesses before them.

The clothing of the Army was considered by them as the first branch of their investigation; but circumstances arose in the course of their proceedings, which induced them to commence at once an inquiry into the present Contract for supplying 15,000 Marines with clothing, which inquiry is still incomplete.

Your Committee thought it necessary, in the course of their inquiry, to come to a Resolution:—

"That the Chairman do inform every Witness who comes to give evidence, that he will be protected if he shall upon his examination make a true and faithful statement, and disclose to the best of his knowledge all matters and things as to which he shall be examined."

13 *August* 1857.

PROCEEDINGS OF THE COMMITTEE.

Veneris, 22° *die Maii*, 1857.

MEMBERS PRESENT:

Colonel Boldero.	Colonel North.
Lord Duncan.	Sir J. Hanmer.
Sir C. Napier.	Mr. Liddell.
Sir J. Ramsden.	Lord C. Hamilton.
Mr. Brown Westhead.	Colonel Gilpin.

Colonel BOLDERO was called to the Chair.

Committee deliberated.

Resolved, "That the Chairman do move the House that the Reports and Evidence of former Committees on Public Contracts be referred to this Committee."

[Adjourned to Thursday, at Twelve o'clock.

Jovis, 28° *die Maii*, 1857.

MEMBERS PRESENT:

Colonel BOLDERO, in the Chair.

Mr. Brown Westhead.	Sir J. Ramsden.
Mr. Liddell.	Viscount Duncan.
Sir John Hanmer.	Colonel North.
Mr. Puller.	Colonel Gilpin.
Mr. Philips.	Lord C. Hamilton.

Committee deliberated.

Sir *Thomas Troubridge*, Bart., Mr. *George Dalhousie Ramsay*, Mr. *Henry Hoile*, and Mr. *James Loads Folker*, examined.

[Adjourned to Friday week, at One o'clock.

Veneris, 5° *die Junii*, 1857.

MEMBERS PRESENT:

Colonel BOLDERO, in the Chair.

Mr. Liddell.	Mr. Philips.
Lord Claud Hamilton.	Sir John Hanmer.
Viscount Duncan.	Colonel North.
Sir C. Napier.	

Petition of *James Dennison*, lately connected with Contracts for supplying various Government Departments with bread, meat, flour, forage, and other articles for many years, for inquiry into his case, and referred to the Select Committee on the 4th day of June instant, read.

Mr. *G. D. Ramsay*, Sir *George A. Wetherall*, and Mr. *James Sutton Elliott*, examined.

[Adjourned to Friday next, at Twelve o'clock.

Veneris, 12° *die Junii* 1857.

MEMBERS PRESENT:

Colonel BOLDERO, in the Chair.

Sir C. Napier.	Mr. Liddell.
Colonel North.	Mr. Westhead.
Viscount Duncan.	Sir John Hanmer.
Lord Claud Hamilton.	Mr. Baring.

Captain *J. C. Caffin*, Mr. *William Hebdon*, Mr. *James S. Elliott*, and Mr. *William C. Cater*, examined.

[Adjourned to Thursday the 18th, at One o'clock.

Jovis, 18° *die Junii*, 1857.

MEMBERS PRESENT:

Colonel BOLDERO, in the Chair.

Mr. Monsell.	Colonel Gilpin.
Viscount Duncan.	Colonel North.
Lord Claud Hamilton.	Mr. Puller.
Mr. Liddell.	Mr. Philips.

Mr. *G. D. Ramsay*, Mr. *Arthur Croker*, and Mr. *Charles Bischoff*, examined.

[Adjourned to Monday, at One o'clock.

Lunæ, 22° *die Junii*, 1857.

MEMBERS PRESENT:

Colonel BOLDERO, in the Chair.

Mr. Liddell.	Mr. Philips.
Lord C. Hamilton.	Colonel Gilpin.
Lord Duncan.	Mr. Monsell.
Sir John Hanmer.	Mr. Mitchell.
Mr. Brown Westhead.	Mr. T. G. Baring.
Colonel North.	

Mr. *Robert Gwynne*, Colonel *McMurdo*, and Mr. *Thomas T. Grant*, examined.

[Adjourned to Thursday next, at Twelve o'clock.

Jovis, 25° die Junii, 1857.

MEMBERS PRESENT:

Colonel BOLDERO, in the Chair.

Mr. Liddell.	Colonel Gilpin.
Lord C. Hamilton.	Mr. Newdegate.
Lord Duncan.	Sir C. Napier.
Mr. Baring.	Mr. Monsell.
Mr. Brown Westhead.	Mr. Philips.

The Chairman informed the Committee that he held a letter addressed to him by the Messrs. Hebbert, in reference to evidence of a former day.

The same was read.

Mr. *Charles Bischoff*, examined, in reference to the letter from Messrs. Hebbert and Co.

The Chairman informed the witness that it was the opinion of the Committee that every opportunity should be given to Messrs. Hebbert to adduce evidence on behalf of their firm.

Colonel *Stransham*, examined.

[Adjourned to Thursday, at Twelve o'clock.

Martis, 30° die Junii, 1857.

MEMBERS PRESENT:

Colonel BOLDERO, in the Chair.

Sir C. Napier.	General Codrington.
Mr. Liddell.	Lord C. Paget.
Viscount Duncan.	Mr. Corry.
Mr. Baring.	Mr. Philips.
Lord C. Hamilton.	

The Committee deliberated.

Colonel *Stransham*, Colonel *Brown*, Colonel *Hopkins*, Colonel *Langley*, Colonel *Wesley*, and Colonel *Charles Wetherall*, examined.

In course of the examination of this witness, the following question was proposed to him,—"In point of fact, what remuneration did you receive?"

The Committee deliberated.

Motion made and Question put, "That this question be put to the witness" (*Sir C. Napier*). The Committee divided:

Ayes, 3.	Noes, 6.
Sir C. Napier.	Mr. Corry.
Viscount Duncan.	Mr. Liddell.
Mr. Philips.	Colonel Gilpin.
	Mr. Baring.
	Lord Clarence Paget.
	General Codrington.

Colonel *C. Wetherall*, further examined.

Serjeant *Thomas Smith*, examined.

The Committee deliberated.

[Adjourned to Friday, at Twelve o'clock.

Veneris, 3° *die Julii*, 1857.

MEMBERS PRESENT:

Colonel BOLDERO, in the Chair.

Lord Duncan.	Mr. Jackson.
Mr. Baring.	Lord Clarence Paget.
Mr. Corry.	Lord Claud Hamilton.
Mr. Westhead.	Mr. Liddell.
Mr. Newdegate.	Colonel Gilpin.
Sir C. Napier.	Mr. Philips.

Lieutenant Quartermaster *Ambrose Wolridge* and Serjeant *John Walling*, examined.

Charles Bischoff, Colonel *Stransham*, and Captain *Alexander Milne*, R.N., examined.

[Adjourned to Tuesday next, at Twelve o'clock.

Martis, 7° *die Julii*, 1857.

MEMBERS PRESENT:

Colonel BOLDERO, in the Chair.

Viscount Duncan.	Mr. Liddell.
Mr. Baring.	Mr. Philips.
Sir C. Napier.	General Codrington.
Mr. Jackson.	Mr. Corry.
Mr. Brown Westhead.	Lord C. Paget.
Lord C. Hamilton.	Mr. Newdegate.

Lieutenant Quartermaster *Wolridge*, further examined.

Captain *Alexander Milne*, R.N., and Mr. *C. Bischoff*, examined.

[Adjourned to Friday next, at Twelve o'clock.

Veneris, 10° *die Julii*, 1857.

MEMBERS PRESENT:

Colonel BOLDERO, in the Chair.

Lord Duncan.	Mr. Jackson.
Mr. Baring.	Lord Clarence Paget.
Mr. Corry.	Mr. Brown Westhead.
General Codrington.	Sir C. Napier.
Lord C. Hamilton.	Mr. Philips.
Mr. Liddell.	

Mr. *C. Bischoff*, further examined.

Mr. *John Turner* and Mr. *A. Croker*, examined.

Mr. *Robert Addiman*, again examined.

Colonel *Stransham* and Mr. *George Thomas Baines*, examined.

[Adjourned to Tuesday, at Twelve o'clock.

Martis, 14° *die Julii*, 1857.

MEMBERS PRESENT:

Colonel BOLDERO, in the Chair.

Viscount Duncan.	Mr. Brown Westhead.
Mr. Baring.	Mr. Liddell.
Mr. Newdegate.	Colonel Gilpin.
Sir C. Napier.	Mr. Philips.
Mr. Corry.	Mr. Monsell.
Mr. Jackson.	Lord C. Hamilton.
Lord C. Paget.	

Captain *A. Milne*, Mr. *C. Bischoff*, and Mr. *William Clarkson*, examined.

In the course of the examination of this Witness, the following Question was proposed to him, "What are the names of the parties who you believe supplied the Messrs. Doland within the last two months?"

Committee deliberated.

Motion made and Question put, "That this Question be put to the Witness" (Viscount *Duncan*). The Committee divided:

Ayes, 3.	Noes, 7.
Viscount Duncan.	Sir C. Napier.
Mr. Baring.	Mr. Corry.
Lord C. Paget.	Mr. Brown Westhead.
	Mr. Philips.
	Mr. Liddell.
	Colonel Gilpin.
	Mr. Jackson.

Mr. *W. Clarkson*, further examined.

Mr. *G. Bischoff*, Mr. *John Wright*, and Mr. *John Walker*, examined.

[Adjourned to Friday next, at Twelve o'clock.

Veneris, 17° *die Julii*, 1857.

MEMBERS PRESENT:

Colonel BOLDERO, in the Chair.

Sir C. Napier.	Mr. Jackson.
Lord Duncan.	Lord C. Hamilton.
Mr. Baring.	Mr. Liddell.
Mr. Corry.	Mr. Philips.
General Codrington.	Mr. Monsell.
Mr. Newdegate.	Colonel Gilpin.

Mr. *Arthur Knowles*, Mr. *William Chadwick*, Mr. *Robert Addyman*, and Mr. *Charles Bischoff*, examined.

[Adjourned to Tuesday next, at Twelve o'clock.

Martis, 21° *die Julii*, 1857.

MEMBERS PRESENT:

Colonel BOLDERO, in the Chair.

Viscount Duncan.	Mr. Corry.
Mr. Baring.	Lord C. Paget.
General Codrington.	Mr. Jackson.
Mr. Newdegate.	Lord C. Hamilton.
Mr. Liddell.	Colonel Gilpin.
Sir C. Napier.	Mr. Brown Westhead.

Mr. *Arthur Crocker*, Mr. *James Downing Byden*, and Mr. *Charles Bischoff*, examined.

The Committee deliberated.

[Adjourned to Friday next, at Twelve o'clock.

Veneris, 24° *die Julii*, 1857.

MEMBERS PRESENT:

Colonel BOLDERO, in the Chair.

Lord Viscount Duncan.	Mr. Jackson.
Mr. Baring.	Colonel Gilpin.
Mr. Corry.	Lord C. Paget.
General Codrington.	Mr. Monsell.
Sir C. Napier.	Mr. Newdegate.

Committee deliberated on the necessity of protecting witnesses making disclosures of alleged corrupt transactions.

Resolved, "That the Chairman do inform every witness who comes to give evidence, that he will be protected if he shall, upon such examination, make a true and faithful statement, and disclose, to the best of his knowledge, all matters and things as to which he shall be examined."

Mr. *Charles Bischoff*, called in, and further examined.

Mr. *David Ludlow*, examined.

Serjeant *Smith*, called in.

[Adjourned to Tuesday, at Twelve o'clock.

Martis, 28° *die Julii*, 1857.

MEMBERS PRESENT:

Colonel BOLDERO, in the Chair.

Viscount Duncan.	Mr. Jackson.
Mr. Baring.	Lord C. Hamilton.
Mr. Corry.	Mr. Brown Westhead.
Colonel Gilpin.	Mr. Philips.
Sir C. Napier.	Mr. Newdegate.

Mr. *David Ludlow*, further examined.

Mr. *John Bryan*, Mr. *Robert Simpson*, and Mr. *John Harker Lepine*, examined.

[Adjourned to Friday, at Twelve o'clock.

Veneris, 31° *die Julii*, 1857.

MEMBERS PRESENT:

Colonel BOLDERO, in the Chair.

Viscount Duncan.	Mr. Jackson.
Mr. Baring.	Lord C. Hamilton.
Mr. Corry.	Lord Clarence Paget.
General Codrington.	Mr. Newdegate.
Sir C. Napier.	Colonel Gilpin.

The Committee deliberated.

Motion made and Question put,—"That the evidence of Mr. Lepine be now read" (Mr. *Jackson*). The Committee divided:

Ayes, 4.	Noes, 4.
Mr. Corry.	Viscount Duncan.
Sir C. Napier.	Mr. Baring.
Mr. Jackson.	General Codrington.
Lord Claud Hamilton.	Lord Clarence Paget.

The Chairman declared himself with the Ayes.

Motion made and Question, "That the evidence of Mr. Ludlow be also read" (Mr. *Baring*), put and agreed to.

Mr. *John H. Lepine*, examined.

Evidence read.

Mr. *John H. Lepine*, further examined.

Mr. *David Ludlow*, examined.

Mr. *John H. Lepine*, further examined.

Mr. *Alfred Woodrow*, examined.

Committee deliberated.

Mr. *John Bryan*, examined.

[Adjourned to Tuesday next, at Twelve o'clock.

Martis, 4° *die Augusti*, 1857.

MEMBERS PRESENT:

Colonel BOLDERO, in the Chair.

Viscount Duncan.	Lord C. Hamilton.
Mr. Baring.	Mr. Newdegate.
Sir C. Napier.	Sir John Ramsden.
Mr. Jackson.	Colonel Gilpin.
Mr. Philips.	Lord Clarence Paget.
Mr. Liddell.	Mr. Brown Westhead.
Mr. Corry.	

Mr. *John Bryan*, examined.

The Committee deliberated.

Motion made and Question proposed, "That Mr. Smith be now examined" (Sir *C. Napier*).—Amendment proposed to leave out from the word, 'That' to the end of the Question, in order to add the words, "Mr. Smith be not examined before the evidence respecting

respecting his case be concluded" (Mr. *Baring*).—Instead thereof, Question put, "That the words proposed to be left out stand part of the Question." The Committee divided:

Ayes, 5.	Noes, 3.
Sir C. Napier.	Viscount Duncan.
Mr. Jackson.	Mr. Baring.
Mr. Philips.	Sir J. Ramsden.
Mr. Liddell.	
Colonel Gilpin.	

Main Question put, and agreed to.

Mr. *John Bryan*, further examined.

Serjeant *Thomas Smith*, further examined.

[Adjourned to Friday next, at Twelve o'clock.

Veneris, 7° *die Augusti*, 1857.

MEMBERS PRESENT:

Colonel BOLDERO, in the Chair.

Viscount Duncan.	Mr. Philips.
Mr. Baring.	Lord C. Hamilton.
Mr. Corry.	Mr. Brown Westhead.
General Codrington.	Mr. Liddell.
Mr. Newdegate.	Mr. Monsell.
Sir C. Napier.	Sir John Ramsden.
Mr. Jackson.	

Mr. *Thomas Smith*, again examined.

The Committee deliberated.

Mr. *L. J. B. Dolan* examined.

Chairman instructed to move The House for leave to Committee to sit, notwithstanding any adjournment of The House.

[Adjourned to To-morrow, at Twelve o'clock.

Sabbati, 8° *die Augusti*, 1857.

MEMBERS PRESENT:

Colonel BOLDERO, in the Chair.

Viscount Duncan.	Lord C. Hamilton.
Mr. Baring.	Mr. Brown Westhead.
Mr. Corry.	Colonel Gilpin.
General Codrington.	Mr. Monsell.
Sir C. Napier.	Mr. Philips.

Mr. *Charles Bischoff*, and Mr. *Benjamin Cross* examined.

[Adjourned to Tuesday next, at Twelve o'clock.

Martis, 11° *die Augusti*, 1857.

MEMBERS PRESENT:

Colonel BOLDERO, in the Chair.

Viscount Duncan.	General Codrington.
Mr. Baring	Mr. Jackson.
Mr Corry.	Colonel Gilpin.
Mr. Newdegate.	Sir J. Ramsden.
Mr. Philips.	Mr. Monsell.
Lord C. Hamilton.	Sir C. Napier.

Committee deliberated.

Mr. *Benjamin C. Cross*, Colonel *George Langley*, Mr. *Thomas Austin*, Serjeant *T. Smith*, and Mr. *Arthur Crocker*, examined.

Committee deliberated. Motion made and question, "That no further evidence be received this Session" (Mr. *Jackson*), put and agreed to.

Motion made and question, "That the Draft Report proposed by the Chairman, be now considered and read 1°" (General *Codrington*), put and agreed to.

Draft Report read as follows:

"1. Your Committee have received evidence with regard to the system of Government Contracts, but are unable this Session to conclude their inquiries.

"2. Your Committee recommend that the evidence should be printed for the information of the House, and that the Committee should be reappointed next Session, in order to pursue their inquiry.

"3. Your Committee think it necessary, however, to inform The House with reference to the course which they have pursued in calling witnesses before them.

"4. The clothing of the army was considered by them as the first and most important branch of their investigation, but circumstances arose in the course of their proceedings which included a Member of the Government (representing the Admiralty) to request the Committee to commence at once an inquiry into the present contract for supplying 15,000 Marines with clothing, which inquiry is still incomplete. Your Committee thought it necessary, in the course of their inquiry, to come to a Resolution:—

"'That the Chairman do inform every witness who comes to give evidence that he will be protected if he shall upon such examination make a true and faithful statement, and disclose to the best of his knowledge all matters and things as to which he shall be examined.'"

Motion made, and question "That the Report proposed by the Chairman be now read 2°, and considered paragraph by paragraph" (Sir *C. Napier*), put and agreed to.

Paragraph 1, read, and agreed to.

Paragraph 2, read.—Amendment proposed, to leave out the words from the word "House" to the end of the paragraph (Viscount *Duncan*).—Question put, "That the words proposed to be left out stand part of the paragraph." Committee divided:

Ayes, 9.	Noes, 3.
Mr. Corry.	Viscount Duncan.
General Codrington.	Mr. Baring.
Sir C. Napier.	Sir John Ramsden.
Mr. Jackson.	
Colonel Gilpin.	
Mr. Newdegate.	
Mr. Philips.	
Lord C. Hamilton.	
Mr. Monsell.	

Paragraph read, and agreed to.

Paragraph 3, read, and agreed to.

Paragraph 4, read, amended, and agreed to.

Resolved, "That this Report be the Report to The House."

Resolved, "That the Chairman do move The House for power to report Observations, and the Minutes of Evidence."

Ordered, To Report, together with the Minutes of Evidence.

Ordered, To Report.

EXPENSES OF WITNESSES.

NAME of WITNESS.	Profession or Condition.	From whence Summoned.	Number of Days absent from Home, under Orders of Committee.	Expenses of Journey to London and back.	Allowance during Absence from Home.	TOTAL Expenses allowed to Witness.
				£. s. d.	£. s. d.	£. s. d.
Mr. John Turner	Manufacturer	- - - -	6	2 10 –	6 6 –	8 16 –
Mr. William Clarkson	Manufacturer	Stanningley, Yorkshire.	10	3 10 –	10 10 –	14 – –
Mr. John Wright	Manufacturer	Gomersall, Yorkshire	10	3 10 –	10 10 –	14 – –
Mr. John Walker	Manufacturer	Mirfield, Yorkshire	10	3 10 –	10 10 –	14 – –
Mr. Arthur Knowles	Dyer	Leeds	3	3 10 –	3 3 –	6 13 –
Mr. William Chadwick	Dyer	Leeds	3	3 10 –	3 3 –	6 13 –
Mr. Robert Simpson	- - - -	Chatham	3	– 8 –	3 3 –	3 11 –
Mr. David Ludlow	Sub-Contractor	Walmer	15	3 2 –	7 10 –	10 12 –
Mr. —— Rowe	- - - -	Gosport	2	2 – –	2 2 –	4 2 –
Mr. Benjamin Cross	- - - -	- - - -	4	- -	2 2 –	2 2 –
						£ 84 9 –

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MINUTES OF EVIDENCE.

Jovis, 28° die Maii, 1857.

MEMBERS PRESENT.

Colonel Boldero.	Colonel North.
Viscount Duncan.	Mr. Philips.
Colonel Gilpin.	Mr. Puller.
Lord Claud Hamilton.	Sir John Ramsden.
Sir John Hanmer.	Mr. Brown Westhead.
Mr. Liddell.	

COLONEL BOLDERO, IN THE CHAIR.

Colonel Sir *Thomas Troubridge,* Bart., C.B., called in; and Examined.

Colonel Sir *T. Troubridge,* Bart., C.B.

28 May 1857.

1. *Chairman.*] WHAT position do you hold in the War Department?—Not any; I am Deputy Adjutant-general for Clothing and Equipment.

2. Are you connected with the supply of clothing to the army?—Yes.

3. With the contracts?—Not with the contracts.

4. When you want clothing for the army, what is the first step that you take?—Requisitions are made direct to the War Office from the regiments. That is not a part of my duty.

5. What are your duties?—I have to examine and seal the patterns sent to the regiments, comparing them with the standard patterns which have been approved of, and are in the custody of the War Office.

6. What other duties have you to perform?—I am in communication with the Store Department with respect to any extra or new supplies of clothing and equipment that may be required, and I have to prepare any patterns of a new description under the directions of the Commander-in-Chief.

7. You are not responsible yourself for the patterns and qualities?—For the original pattern and quality I am, under the direction of the Commander-in-Chief.

8. Does the Director of Contracts send the tenders to you for approval?—No.

9. Are the clothing contracts open contracts?—Yes, to a certain extent, but I have no accurate information to give on the subject of contracts.

10. Will you name the articles comprised under the head of military clothing?—They consist of a cap, a coat, trousers, and boots; those are the four principal articles supplied by the Government to the soldiers.

11. Do you supply accoutrements?—I supply the patterns; they come under the head of equipment.

12. Colonel *North.*] And the great coats?—Yes; they come under the head of clothing and patterns; all the articles of a soldier's necessaries, which are in great variety. Saddlery comes under the head of equipment,

13. *Chairman.*] Can you give the Committee a detailed account of what are termed necessaries?—I can supply to the Committee a list of them; they are very various. All that I have to do with them is to seal the patterns. I have nothing to do with the supply.

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14. Have you anything to do with the demand for them?—No; the demands go direct from the regiments to the War Department, or the tradesmen.

15. How is it with regard to the necessaries?—The requisitions all go from the regiments to the War Department or the tradesmen. I have nothing whatever to do with the supply.

16. Have you any means of ascertaining from the colonels of regiments whether the clothing which has been lately supplied is of a superior quality to the old?—Yes; we have the inspection returns of the regimental boards, and a number of them have been received; nearly all the returns of the regiments and depôts at home have been received.

17. What is the tenor of them?—On the whole, the Boards are well pleased with the superiority of the tunic.

18. Viscount *Duncan.*] Do you mean under the present system?—Yes. I speak of the clothing this year as contrasted with all former supplies; but that merely applies to the tunic, because as to the trousers there has been no improvement.

19. Colonel *North.*] Does that include the work as well as the material?—Yes, generally speaking; of course there are exceptions, and one general exception has been from the tunic being of a new pattern; the cut has not been very satisfactory; there has been some practical difficulty in fitting the tunics, which can easily be rectified after the experience of this year. That is the principal complaint.

20. Is there an allowance made under the new system for the alteration of the clothing?—The regulation has not been altered latterly. The actual expense incurred in the alteration is charged between the public and the soldier, as before it was between the colonel and the soldier.

21. The Guards make up their own clothing, do they not?—No; but I believe that is the intention for next year.

22. Viscount *Duncan.*] Can you speak positively as to that?—No.

23. *Chairman.*] Do the artillery make up their own clothing?—I believe it is the intention.

24. The cavalry do so now, do they not?—They have made up theirs this year; the material has been sent to their head-quarters and made up there.

25. What allowance do you give per man for making the clothing?—There is a certain scale of allowance granted for each particular branch of the service.

26. This plan of making up the clothing is an advantageous one, and they get a better fit, do they not?—Yes, in some respects; by making up the clothing at the regiment, each man can be measured and fitted on the spot, and where that is practicable, the fit is better.

27. The old plan was to stitch the clothing together, and then send it down to each regiment to have it made up?—No, that was not the plan; I believe it was the plan in the artillery, to a certain extent, but not in the line; the clothing was sent down made up in sizes. In the artillery a portion of it was was basted.

28. Would there be any saving, in addition to the better fit, if the soldiers made up their own clothing?—That is a difficult question to answer; it depends so much upon where they might be, and what facilities there might be in obtaining labour, the price of which varies. In some places abroad it would be impossible.

29. Viscount *Duncan.*] You stated, did you not, that you have nothing to do with making the contracts?—Nothing; I have nothing to do with the supply of clothing; my duty is to seal the patterns, to see that the patterns which accompany the supplies are equal to the original standard, and to receive reports from the regiments.

30. On the whole, you think that under the present system the clothing is better than under the old one?—A much better pattern is now established, consequently the clothing, so far as regards the tunic, is much better.

31. Lord *Claud Hamilton.*] You stated, did you not, that you took the orders of the Commander-in-Chief as to the patterns, originally?—Yes.

32. And then the whole of the intermediate steps for getting contracts for making up the clothing are unconnected with your office?—Yes.

33. And the next step in your duty was to compare the completed articles with the original pattern?—Yes.

34. Where does this pattern lie during the time the contractors are making up

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up the clothing?—The standard patterns are at the War Department, in the pattern room.

35. Is not all the clothing sent to Weedon?—It is generally delivered there, and one article is sent to me to compare with the standard sealed pattern at the War Department, and I go there and put my seal on it.

36. Some official at Weedon looks at the articles to see that they are of a uniform character, and sends to you one specimen?—Yes.

37. Then you compare that, do you not, with the pattern at the office in London?—Yes; and I place the Adjutant-general's seal to it, and that accompanies the supply to the regiment, and the regimental board compare the supply with that pattern.

38. Then your duties are not again called into play unless the regiment makes a complaint?—No.

39. Viscount *Duncan.*] It is the duty of the War Office, is it not, to inspect the clothing?—Entirely.

40. *Chairman.*] Did you ever direct your attention to the mode of supplying clothing to the army, following the French system, namely, giving the quality and the price together; they fix the price, and will not allow any contractor to contract below that price; do you think that if we adopted that system the contractors would come forward, and perhaps some of them would give rather a better quality of cloth?—The question would arise, who is to fix the minimum price?

41. That would be by a public department?—Yes; but the question is, are they competent to arrive at a minimum price?

42. I presume that a public department that undertakes it, and pays several thousands for cloth annually are competent judges of cloth and of the price?—The prices would constantly vary with the price of wool, the rate of wages, &c.

43. Would there be a difficulty in any public department ascertaining the price and quality per yard of the cloth, and the materials to work it up, and the price of labour?—For any given time I daresay there would not be much difficulty; but I believe the French find a practical difficulty in the system. The minimum price fixed oozes out and becomes known.

44. How long do your contracts for clothing continue?—I do not make them.

45. Do not you know that they are annual?—I believe there is no fixed rule. There is some intention of carrying them on over a period of years. At first they were made merely for the immediate supply, but there was some idea that it was not satisfactory; I have no accurate knowledge upon that head.

46. Viscount *Duncan.*] You have no intimate knowledge as to the contract system?—No; when I was at the War Office the tenders were submitted to me for my opinion as to whether the contractors who had been selected as having sent in the lowest tenders had given satisfaction in former supplies, and I had merely the power of saying that they had or had not given satisfaction in former supplies, but I knew nothing more of them.

47. *Chairman.*] The caps come under your orders, do they not?—Yes, the patterns.

48. The bearskin caps?—Yes, all caps.

49. What is the mode of proceeding for the supply of bearskin caps for the Guards?—There is a sealed pattern, and the Director of Contracts calls for a supply.

50. Have there been any furnished lately?—I think that they have only been repaired, there have not been any actually supplied; I am not very certain, but I know that some of them have been repaired.

51. Do the bearskin caps last for six years?—Yes.

52. And the shakos every two years?—yes.

53. Mr. *Puller.*] By whom is the pattern chosen which is sent to you?—By the superintendent at Weedon; the articles are before me at the War Department, and when I go there, if I consider them equal to the pattern, I seal them.

54. *Chairman.*] Do you supply any accoutrements?—They come under the head of equipment.

55. Are there any contracts out for them lately?—I am not aware; there are probably large supplies over from the war.

56. You cannot tell the Committee what quantity you have on hand?—No, that is a question for the store department.

57. Does the saddlery come under you?—Under the head of equipment.

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58. Are there any contracts out lately for them?—Yes; for the new saddle introduced during the war; but that is a question for the War Department; it is an experimental saddle, which has been approved of now for future supplies.

59. That is made at Woolwich, is it not?—The supplies are to be made, partly I believe, at Weedon.

60. The trees were made at Woolwich, were they not?—Yes, some are made there; there is now a saddle-tree department at Weedon.

61. Mr. *Liddell.*] You stated that the second time your services are called into action is in the event of a complaint arising in any regiment as to the clothing, or any articles furnished. What steps should you take in the event of such a complaint being lodged with you?—I should report to the Commander-in-Chief that a complaint had been made, and take his directions on the subject.

62. You have no further authority than to refer the complaints to the Commander-in-Chief?—They merely come to me for the information of the Commander-in-Chief, who, if a complaint came from a regiment, would probably refer it to the War Department for explanation.

63. Lord *Claud Hamilton.*] Who is virtually at the head of the Clothing Department at Weedon?—Mr. Elliot is the superintendent.

64. Is he under you?—No; under the War Department. I am at the Horse Guards; I have no authority in the War Department; I am merely the medium of communication.

65. *Chairman.*] Have you heard any complaints respecting the clothing supplied to the troops from the commanding officers?—Does the question refer to the clothing of this year, the new clothing?

66. Or to the last new clothing?—The complaints have only come to me with reference to the new clothing. I have been only at the Horse Guards since February, there have been a few complaints upon minor points.

67. *Chairman.*] The new system only came into operation on the 1st of April?—The first issue was made on that day; but that refers only to the tunics, not the trousers. As to the tunics, generally the report is very satisfactory, with the exception of a few minor points as to the cut and the fastening of the buttons, in consequence of a larger button being introduced.

68. How is it with regard to the great coats?—There is no complaint; there has been no alteration.

69. How is it with regard to the boots?—I have had very few complaints. I believe that the boots issued this year have been far superior to any former issues. Trial boots have been provided under the new system; they are of a superior quality, made by different manufacturers.

70. At a superior price?—Yes.

71. Do you charge the soldier that superior price?—No; I allude to the boots issued by the Government.

72. Will stores be sent down to regiments to supply the men with that same kind of boot?—That will depend upon the reports received at the end of six months.

73. Mr. *Liddell.*] Does your appointment rest with the Commander-in-Chief, or the Minister of War?—I am entirely under the Commander-in-Chief; I am Deputy Adjutant-general for clothing and equipment.

74. *Chairman.*] In what department do they fix the supplies that are to be kept up for the army clothing, accoutrements, and saddles?—That rests with the War Department.

George Dalhousie Ramsay, Esq., called in; and Examined.

G. D. Ramsay, Esq.

75. *Chairman.*] WHAT appointment do you hold?—I am Assistant Director of Stores; clothing.

76. You receive your instructions, do you not, from the Horse Guards to supply the army with clothing?—I receive my instructions from the Secretary of State for War.

77. The patterns and qualities are selected by the Horse Guards, are they not?—Entirely so.

78. How do you get your supplies?—By public contract.

79. Have you any other mode of obtaining them besides that of public contract?—When a supply of clothing is required, a requisition is put forward by the

the clothing branch to the Director of Contracts, and he obtains a supply by public contract, or by any other means.

80. Does he exercise his authority by other means than by public contract?—I can only speak from my own knowledge; I should not like to answer questions which do not concern my own department.

81. If a dispute arises between the contractor and your department, what steps are taken?—It is referred to the Superintendent of the Army Clothing Depôt at Weedon, for his report.

82. What is the next step?—This; when the report comes to the War Office, it is then considered whether the report is satisfactory or not; and if it is considered necessary, a re-inspection is ordered.

83. By whom?—By the Secretary of State for War.

84. And if he decides against the contractor, is that decision final?—Certainly.

85. You heard a question that was put to Sir Thomas Troubridge just now; will you name the number of articles that you supply to the army, or will you give the Committee a list of them?—That will be found in my first evidence, under the head of necessaries; I could furnish the Committee with a copy of the new clothing warrant which is just about to be issued, which gives a list of all the articles.

86. Under the old system there was a description of appeal given to the contractor to a Board of general officers; that was the last resource that the contractor had?—Yes.

87. They frequently availed themselves of it; and generally you were satisfied with the result?—Yes.

88. At present there is no appeal of that kind?—Yes; there is an appeal to the Secretary of State.

89. There was a Board of general officers supposed to know something of army clothing?—Under the system of the Board of general officers the clothing of the army was not inspected by practical persons, but now it is inspected by practical persons who are well paid inspectors and tradesmen.

90. When the clothing is returned to you at Weedon made up, who inspects it?—It is examined by inspectors.

91. The same who inspected the cloth?—No, a different class of persons; there are tailors to inspect the clothing after it is made up.

92. Do you know the system of clothing in the French army?—I believe the clothing in the French army is made up principally in the regiments.

93. They have an appeal, have they not?—Yes, they have.

94. Can you assign any reason why the contractor with us should not have an appeal by arbitration, or by some court?—It would open the door to appeals upon every trivial question.

95. Under the French system, when a difference of opinion arises, two investigators are named, one by the interested party, and one by the comptroller or the civil authorities, and they proceed to examine the articles, the reception of which is in dispute, and they give their opinion, unless the contract should have specified that they should give a decision?—But it is still in the power of the Secretary of State for War, if there is a dispute between the contractor and the inspector, and if he is not satisfied, it is in the power of the Secretary of State for War to call in a referee or an arbitrator.

96. Then should there be a difference of opinion, the comptroller calls in a third person, and if the decision is against the party applying, he is condemned in all costs; that is the French system, is it not?—I believe it is.

97. Is it not a fairer one towards the contractor than ours?—It may be; but when the contractor enters into a contract, he knows beforehand that the decision is final.

98. But it is possible for the viewers who inspect, to make mistakes, is it not?—Yes.

99. Which more experienced hands would rectify. Cannot you conceive such a position as that for the contractor?—I do not feel myself qualified to give an opinion upon that subject.

100. Viscount *Duncan.*] Under those circumstances, you say that the case would be referred to the Secretary of State?—Yes.

101. *Chairman.*] The great objection is to constant litigation, is it not?—Yes.

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102. Could not some regulations be framed to prevent contractors applying unnecessarily?—I have no doubt that they could.

103. Do you think that it would be for the advantage of the army to give the contractor some sort of appeal?—I am not prepared to say that it would be, because, with my experience of the present system, I am perfectly satisfied with the mode of inspection, both at the Tower and at Weedon.

104. It is stated that there are several very respectable firms who would wish to contract with the Government; but this very question of appeal, this final decision by the voice of one man, prevents them contracting with the Government?—That is a question which the Director of Contracts could answer much better than I can.

105. Viscount *Duncan.*] So far as your own experience goes, the present system works satisfactorily, so far as your department is concerned?—Yes, it does.

106. *Chairman.*] Have you ever heard that all the important houses have been prevented from contracting in consequence of the want of a court of appeal; and have you ever heard that they have been prevented fron appealing in consequence of the bribes that were supposed to be required in order to get the contracts?—I have heard of such a thing incidentally; but I have never been able to get any contractor to reduce his complaint into writing.

107. Have any viewers been discharged since you have been in office suspected of receiving a bribe?—None.

108. Do you take any steps to ascertain that the contractor is capable of furnishing the supplies that you demand, and that the sureties are good?—The Director of Contracts takes those steps.

109. Do you allow him to parcel out his contracts to other people?—That is a question which he decides entirely.

110. You pay for the cloth almost on delivery, do you not?—Thirty days after delivery.

111. You pay for the clothing that is made up 30 or 40 days after delivery?—Yes.

112. It is in evidence that it is very difficult, even with viewers and inspectors at Weedon, to tell whether the article called shoddy is mixed with the cloth?—I believe it is; but recently an inspector at Weedon has invented a machine by which he can stretch the cloth to a great extent, and with a good glass it is stated that he can detect the shoddy.

113. You think that that will give you better security against imposition?—Yes; but the great security is, that if the clothing or the cloth turns out bad, we do not employ the same contractor again.

114. Lord *Claud Hamilton.*] Does not that process destroy the cloth?—It is only exercised on a small piece of the whole.

115. *Chairman.*] Under the old plan the clothing when supplied to the troops was not paid for under six months, to enable the regiment to see whether it would wear well?—Yes.

116. Why should there not be the same system now?—Because the whole principle of our contract system is based upon ready-money payments, which enables us to get the articles so much cheaper. We should have to allow the contractors interest for their money.

117. That would probably be five per cent. for the half year?—Yes.

118. Would not that be better than to have the clothes returned to you?—If you calculate five per cent. upon the sum required to be paid, it would make a very considerable amount, and prevent the Government from making improvements in the clothing and equipment of the soldier.

119. Viscount *Duncan.*] So far as your experience goes, the ready-money system is preferable to the old plan?—It is; and by that ready-money system we have been enabled to carry out those great improvements.

120. Colonel *North.*] If by this machine which has been invented by the inspector at Weedon it was ascertained that there was shoddy in the cloth, you could return the whole to the manufacturer, could you not?—Undoubtedly.

121. Is he liable to a fine?—Yes, he is liable to a fine, and to get all his goods rejected.

122. *Chairman.*] What is the nature of the fine upon a man who contracts for 10,000 *l.* worth of cloth?—The fines have been very much reduced; but the director of contracts will explain that much better than I can.

123. Viscount

123. Viscount *Duncan.*]—All that branch of the department is under the Director of Contracts?—Yes.

124. *Chairman.*] Sir Thomas Troubridge was asked whether you had furnished any bear-skin caps to the Guards lately?—None lately, because the Guards have been very much reduced in number, and they have got now a greater number of bear-skin caps than they have men.

125. Have you any contracts out?—None.

126. What is the price of a bear-skin cap?—That is down in the Return presented to the House of Commons two years ago.

127. Are there any alterations in the great-coats?—None lately.

128. Either in price, or quality, or shape?—None in shape.

129. Or in quality?—The cloth is not improved, but I believe it is better; it is the same description, but I believe it is rather better than it was.

130. Viscount *Duncan.*] Has there been any alteration in the price?—There has been no alteration in the price.

131. *Chairman.*] You stated, did you not, last year that the question was under consideration?—It is so.

132. You do not know the result that has been arrived at?—No; for we have such a great number of great-coats in store; two years' supply.

133. What is the difference in price and quality of the present supply to the army in comparison with the old one, with respect to the cap, coat, trousers, and boots?—I could furnish the Committee with a return showing that; but it must be remembered that under the old system the colonel only had to supply the coatee, and now the tunic supplied is made of very much improved cloth.

134. Is there more cloth in the tunic than in the old coat?—There is more cloth in it.

135. It is single-breasted, is it not?—Yes.

136. The other was double, was it not?—Yes.

137. Yet you say there is more cloth in the tunic?—Yes.

138. What is the price of the tunic?—The contractor's price for the tunic is 21 *s.* 10 *d.*

139. What was the old price?—The price that we paid for the double-breasted tunic, the old coat, was 1 *l.*

140. Mr. *Liddell.*] When you say 21 *s.* 10 *d.*, does that include the cost of the cloth, the making up, and the trimmings?—Yes, it includes everything.

141. Viscount *Duncan.*] Ready for wear?—Yes.

142. Mr. *Liddell.*] In the event of a contractor failing in his contract in supplying an article, either badly dyed or badly made, his name would be struck off the list, would it not?—No, not if it was his first offence; but the Director of Contracts would be guided entirely by his character.

143. If a contractor furnished 5,000 *l.* worth of cloth, and it was a very bad quality, would not that man's name be struck off the list?—It would depend upon the circumstances of the case; that cloth may have been delivered under circumstances over which the contractor may not have had any control.

144. But in that case the contractor would not be answerable for the quality that he supplies?—Certainly, he is.

145. Lord *Claud Hamilton.*] Did you not say that there is a penalty attaching to failure?—Yes; the whole of the goods are rejected, and the Government can get them elsewhere, and charge the defaulter with the difference in the price, which of itself is a punishment.

146. Mr. *Liddell.*] Would that man be allowed to tender again?—That depends entirely upon the circumstances of the case. It would be represented to the Secretary of State, and he would judge from the circumstances of the case.

147. Viscount *Duncan.*] You judge of each case, do you not, upon its own merits?—Yes.

148. *Chairman.*] If you receive the cloth in store, it is passed, and within 30 days afterwards the contractor is paid; and it is then sent to the clothiers to make into clothing, and 30 days after that he is paid?—Yes.

149. If it is discovered that the cloth is bad after 60 days, what remedy have you against the original contractor whom you have paid?—We have this remedy, if the original contractor is the usual Government contractor, we should strike him off the list, and never employ him again.

150. Do you think that a sufficient penalty?—Yes.

151. Lord *Claud Hamilton.*] Suppose that he alleged that there had been a substitution

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substitution of his cloth, what would be done then?—He cannot very well do that, because it is all marked with the Government stamp, and every contractor has a number, and he can tell.

152. Viscount *Duncan.*] Is the cloth examined when you receive it?—Yes.

153. Lord *Claud Hamilton.*] Is it stamped then?—Yes.

154. And 30 days after that you can inflict a penalty upon the person supplying it?—No. There has been some cloth issued to a regiment lately which has been complained of. We have called upon the contractors to explain, and if they do not give a satisfactory explanation, then it will rest with the Secretary of State for War to say whether he will employ them again or not.

155. The utmost penalty upon discovering a bad material would be non-employment of the contractor?—That is all; we could inflict no legal penalty.

156. Viscount *Duncan.*] It is subjected to very severe examination, is it not, when you receive it?—Yes.

157. And the probability is that it would be discovered at the time that you receive it?—Yes; but if any cloth was inspected at Weedon, and passed, and discovered 60 days afterwards to be bad, the person who inspected it would be dismissed from the service.

158. Lord *Claud Hamilton.*] Is there the same system that obtains with respect to shoes, that the name of the viewer is marked on the cloth?—No, we cannot do that.

159. Then how could you be always sure if you wanted to inflict punishment at Weedon as to the person who was liable?—The cloth inspector is held responsible.

160. Then you would have a sweeping displacement?—We have only one cloth inspector, and he has half a dozen viewers under him, and we should know every viewer who had examined a certain supply.

161. Is there a register kept of that?—Yes.

162. Viscount *Duncan.*] According to that, the inspector, as well as the viewer, would be visited with punishment in case of a deficiency being discovered afterwards?—Yes, certainly; but Mr. Elliott, the superintendent of the army clothing depôt at Weedon, would answer those questions better than I can.

163. Lord *Claud Hamilton.*] Your duty is to see more to the qualities that are supplied, and then your duties cease?—Yes, and also to superintend the issues, and to give the orders for them to the different regiments.

164. You examine the requisitions, and see whether they are not in excess; then your duties cease until the work is finished, and then you have the distribution again?—Yes.

165. Mr. *Philips.* Do you order advertisements?—No.

166. The cloth is chiefly purchased in Yorkshire, is it not?—Yes, and in the West of England.

167. Do you send down advertisements, and have them inserted in the local papers when tenders for army contracts are wanted?—That is a question which the Director of Contracts would answer; it is done in his department.

168. Mr. *Liddell.*] You stated in answer to a question that was put to you, that each individual case of failure in a contract would be judged by the department upon its own merits?—Certainly.

169. Within your own knowledge, have any cases occurred in which a flagrant failure has taken place, and the name of that contractor has been struck off the list in consequence?—There was one case which I mentioned, that of a contractor who had supplied I think 36,000 pairs of boots, out of which, 21,000 pairs I think were rejected, and his name has been struck off the list of contractors for the supply of boots.

170. Are there any circumstances under which a man having once failed, would be readmitted to tender?—That would be a question entirely for the Director of Contracts to consider, and to submit to the Secretary of State; and he would answer upon that point much better than I can.

171. Such a point as that would be decided by the Secretary of State, would it not?—Certainly.

172. Viscount *Duncan.*] So far as your experience goes, how is the new system of army clothing found to work?—It is found to work a great deal better than the old one.

173. In what respect?—There are fewer complaints.

174. Is there any improvement that you can suggest to the Committee that might be made in the present system?—The new system has been such a short time in operation, that I do not think I could suggest any alteration at present.

175. *Chairman.*] Is the clothing ever purchased for the army without going through the hands of the Director of Contracts?—It has been so in one or two cases, when the War Office was first amalgamated, and the duties were not distinctly stated.

176. Does that power exist now?—Certainly not.

177. Viscount *Duncan.*] That power was extinguished, was it not, at the time that the duties of the two offices were separated?—Yes, every purchase is made through the Director of Contracts.

178. *Chairman.*] In making contracts for boots, do you give the price as well as the quality?—No; the standard pattern is fixed upon, and tenders are called for in the usual manner.

179. You do not fix a price upon them?—No, certainly not.

180. In your evidence on the 1st of July 1856, you handed in a statement of the price of the tunic coat, which appears to be 15 *s.* 5 *d.*?—Yes; that was for a tunic of the old cloth.

181. The quality of the new cloth being so superior brings it up to 21 *s.* 10 *d.*?—Yes.

182. There has been a great reduction, has there not, in the price of the soldiers' shakos?—Yes, a considerable reduction.

183. How did that arise?—Because instead of employing the army clothiers, who were employed by the colonels in obtaining those shakos for them, letters were written to all the cap makers in London, calling upon them to state the price for which they would furnish shakos for two years; those letters were answered, and they were submitted to Lord Panmure, who decided that the three lowest prices should be accepted.

184. Was 5 *s.* 6 *d.* the lowest?—Yes.

185. Viscount *Duncan.*] Was that a great reduction of the price from that at which they were furnished under the old system?—Considerably; we paid from 7 *s.* to 7 *s.* 6 *d.* under the old system.

186. Was the quality of the article equally good?—Just as good; and upon that transaction alone we have obtained upwards of 60,000 shakos already, at a saving of 2 *s.* upon each shako.

187. Lord *Claud Hamilton.*] There has been also a change of form; they are lighter, are they not?—They are lighter shakos.

188. It is not all actual economy, is it?—We paid from 7 *s.* to 7 *s.* 6 *d.* for exactly the same shako for the year 1856–57.

189. *Chairman.*] You were asked this question in your examination last year, "Can you tell the Committee what is the relative cost of the clothing of the French army and the English army?" and your answer was, "No, I cannot, but I will furnish it." Have you been able to procure that for the Committee?—I have been endeavouring to get it, but I have not quite succeeded yet, but I hope to have it completed soon.

190. Where is the clothing made up?—In London and in Ireland; some in Ireland.

191. When it is made up in Ireland, where is it inspected?—At Weedon.

192. *Chairman.*] Is there any reason why there should not be a depôt in Dublin for it; does not it add to the expense and risk sending it over from Ireland?—Yes, it does; but the whole question is under consideration, now that the clothing and store department have been amalgamated: during the time that the clothing department was first established there was only one general depôt at Weedon, and only one storekeeper; therefore it would have created great confusion in the store accounts if we had had a depôt in Ireland.

193. Viscount *Duncan.*] When were those two departments, the clothing and store departments, amalgamated?—On the 1st of February this year.

194. *Chairman.*] To an unprofessional man it must appear strange that, having an army of 25,000 men in Ireland, the cloth might be sent from Ireland to England to be made up, and then sent back from Weedon to Ireland again. It does appear a useless expense, and great risk?—There happens to be a contractor in Ireland who contracts for the clothing; but he pays all the expense, and it costs nothing to the Government.

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195. Lord *Claud Hamilton.*] Therefore the contractor, who has to make his goods travel several hundred miles, is placed in a disadvantageous position as compared with the others?—Certainly.

196. My regiment was quartered in Ireland; the clothier selected lived at Limerick; the cloth was first sent from Weedon to Limerick, and the whole of the clothing was made up at Limerick; then it was sent back to Weedon to be inspected, and then sent again from Weedon to Ireland?—I think that a modification was made in that; I do not know whether that regiment was one; but we allowed the clothiers to deliver the clothing direct to the head quarters of the militia regiments, and the clothiers were paid upon the certificate of the commanding officer; therefore a great deal of that did not pass through Weedon at all.

197. Then, in fact, the inconvenience caused a modification of the system?—Yes.

198. Mr. *Liddell.*] You stated that that system would place that particular contractor on an unfavourable footing in comparison with others; is it not the fact, that the contractor, knowing that the cost of the delivery is to be included in his contract price, makes his calculations accordingly, and charges higher for the article?—Yes; he must make his calculations, certainly. Now almost all the articles that are required for the army are delivered in London; therefore, upon the same argument, the only person who could contract with advantage, would be the contractor living in London.

199. *Chairman.*] When you send them from the Tower they go to their original destination, and there remain?—Yes; but there is one thing to be considered, namely, that the clothing depôt at Weedon is to be abolished next year; the clothing depôt is to be in London, and then all that will cease.

200. Mr. *Liddell.*] But the contractor may live at Leeds or Halifax, and he will have to pay the cost of the carriage of those articles up to London, and to whatever point they may be sent after inspection?—No; he only pays the expense of the freight up to the depôt, that is all.

201. Lord *C. Hamilton.*] Do the Government send it back?—Yes; the clothing is sent to the regiments at the Government expense.

202. Viscount *Duncan.*] Would it be possible to inspect the article where it is made, instead of having it delivered at Weedon?—Almost all the clothing now for the army is made in London; the Irish contractors have very few regiments; it is all delivered in Mark-lane, at the storehouse there, and inspected by the Government inspector, and despatched from thence to its destination; therefore the cloth issued from Weedon does not come back to Weedon at all.

203. Colonel *Gilpin.*] Are those contracts put up to general competition?—No.

204. Two or three firms are not invited to send in tenders?—That depends entirely upon the Director of Contracts.

205. He either puts it up to close or open competition?—Yes.

206. *Chairman.*] How are the regimental necessaries applied to the army; is there any alteration in that?—Yes; the recruits are supplied now by the Government, and the old soldiers are still allowed to purchase their own necessaries.

207. Viscount *Duncan.*] When did that change take place?—On the 1st of January 1856.

208. *Chairman.*] Will you enumerate them?—I can give the Committee a list of all the small articles, such as brushes, razors, braces, blacking brushes, shaving brushes, and all those sort of things.

209. How long has that order been in force?—About 18 months.

210. Viscount *Duncan.*] Have you had any complaints during that period?—None.

211. It works satisfactorily on the whole, does it not?—Yes.

212. Colonel *North.*] The recruits are furnished, are they not?—Yes. When a soldier enlists now, he gets a free kit; before he got a bounty, out of which he bought his kit, but now he gets a bounty of two sovereigns and a free kit.

213. *Chairman.*] What are the terms on which you deal with the army clothier, how is he paid?—He is paid 30 days after delivery.

214. What does he furnish; do you give him anything else besides the cloth?—We give him the cloth, and he supplies the trimmings for this year. Next year we shall furnish everything, and he will only be paid for the making.

215. How do you get buttons?—By special contracts.

216. Colonel *Gilpin.*] Formerly, when the clothing was sent down to a regiment, a Board of Officers sat upon it, and reported accordingly; and they had an opportunity of rejecting it if necessary; does that system exist now?—Yes, in a modified form. A Board of Officers still examine the clothing; but they have not the power of rejection. They have the power of reporting upon the clothing, and then, if they condemn the clothing, an inquiry is made.

217. By whom?—The Commander-in-Chief. He refers it to the Secretary of State, who orders an inquiry, and if the clothing is pronounced inferior, it would be replaced.

218. *Chairman.*] After the clothing has been in wear three months, and is condemned as bad, what remedy has the soldier?—If the clothing has turned out bad, the remedy that he has is in the compensation to which he would be clearly entitled.

219. Viscount *Duncan.*] Has any case of that kind arisen?—No.

220. Was there any remedy under the old system?—Under the old system the clothier was obliged to take it back; at least he was not legally obliged to take it back; but if he did not, the colonel would not employ him any longer.

221. Is there any disadvantage to the soldier under the present system, as compared with his condition under the old system?—No; I think that the soldier is the gainer by the new system.

222. Mr. *Philips.*] Have you ever had a case of any bad cloth being sent in?—The clothing that has been issued by the War Office was only issued on the 1st of April last.

223. Are the Committee to understand that if bad cloth is sent in, the private soldier has a claim for compensation?—Certainly. He gets a coat which is supposed to last 12 months, and if it only lasts three months, he has a claim for compensation.

224. To whom would blame attach?—The persons who inspected the clothing.

225. Who would be the party to blame?—The inspector.

226. Mr. *Puller.*] What compensation would the soldier get?—There is a scale of compensation of so much per man. If the clothing is delayed, and if a soldier is required under peculiar circumstances to wear his clothing more than 12 months in the colonies, he gets a scale of compensation calculated at so much per month.

227. If the clothing turns out to be bad, does he get compensation from the Government?—Yes.

228. Viscount *Duncan.*] According to a regular scale that is made out?—Yes; in the army some men get no clothing at all; such as soldiers' servants, and they get compensation in lieu of clothing.

229. Colonel *Gilpin.*] Under the new system the cloth is said to be much better, and equal to drummer's cloth, is it not?—It is supposed to be drummer's cloth.

230. *Chairman.*] Suppose that the entire clothing of 1,000 men is considered bad, and the Government have no remedy?—I cannot conceive such a thing possible. If so, then the whole of the inspection is bad, and your inspectors do not deserve to be in their places.

231. I can turn to the evidence of three or four most intelligent witnesses, who were asked whether they could detect shoddy in cloth; and they said that they could not, except by the wear?—That may be.

232. Viscount *Duncan.*] You referred to a machine which had been invented by which it could be detected?—I believe so, as far as it is possible.

233. If the inspectors pass bad cloth, they would be held responsible, would they not?—Certainly.

234. Mr. *Puller.*] Would they be punished?—Yes.

235. But they would not be held pecuniarily responsible?—No.

236. *Chairman.*] There is a proposition, is there not, for the Guards, the Artillery, and the Cavalry to make their own clothing?—Yes.

237. Are the men to be employed soldiers or civilians?—In the Artillery the men to be employed are soldiers, because the Artillery have always had a certain number of tailors in the corps; but in the Guards and in the Cavalry they are to be made up by civilian tailors employed under the superintendence of the commanding officer.

238. Colonel *North.*] Will they be allowed for?—Yes.

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239. *Chairman.*] The Artillery were always considered under the old system to be better clothed than the rest of the army?—Yes.

240. One of the reasons was that they had their own tailors at Woolwich, and that the clothing was all made up by those men, and sent to the colonies?—Yes.

241. They are building tailors' shops now, are they not?—Yes, they are completed.

242. How many tailors will there be in it to supply 15,000 men?—They will employ about from 80 to 90 regimental tailors, and all the rest will be made by civilian labour.

243. Did you not state in your evidence last year that there was a saving in the plan of clothing the Artillery of 14,000 *l.* a year?—That is the calculation of the Artillery authorities.

244. Is that borne out by the fact?—It has not come into operation yet.

245. Having this large establishment at Woolwich, a very great number of tailors would be employed; will they be borne on the fighting strength of the Artillery?—Yes, they will always be so; there will not be one additional tailor employed from the ranks than formerly. The Artillery never consider a company complete unless there are two tailors attached to it who are borne upon the strength of the company as gunners.

246. Viscount *Duncan.*] Is not that similar to the system in the French army?—Yes.

247. Lord *Claud Hamilton.*] Does not the difficulty arise from the fact of the depôts not being fixed?—Yes.

248. Therefore it works well in the Guards, who are more stationary?—Yes; but the Guards are not to have their clothing made up by military tailors.

249. But they have 24 tailors, have they not?—But that has been abandoned upon the representation of the officer in charge of the clothing establishment.

250. Viscount *Duncan.*] In the French army are not all the depôts permanently fixed?—Yes.

251. Colonel *North.*] You have nothing to say as to the marines, have you?—Nothing.

252. *Chairman.*] You cannot ascertain whether that statement with regard to the saving of 14,000 *l.* has been carried out?—I cannot ascertain that, at least, under another year.

253. What do the cap, the coat, and the trousers for the artillery cost?—I could give the Committee a return of that.

254. With regard to the cap which you give to the artillery, is it supposed to last longer than the shako?—Yes.

255. Does it last as long as the bear-skin cap?—It lasts four years, double the time of the shako.

256. Is the quality of the cloth supplied to the artillery improved?—Yes.

257. You have given 2 *s.* a yard more, have you not, for the line cloth?—More than that; the old line cloth was about from 5 *s.* 6 *d.* to 5 *s.* 8 *d.* a yard, and the present line cloth is about 9 *s.* a yard.

258. You use more cloth, do you not?—Yes; we use more cloth in the tunic than in the old coatee.

259. How is it that the price is so near the old system?—The colonel never supplied the tunic; the tunic was supplied to the army in the intermediate state. When the off-reckonings were abolished, the public took over the engagements of the colonel.

260. The tunic is more expensive, is it not, so far as the quantity is concerned?—Yes, and the workmanship as well.

261. Mr. *Liddell.*]—What is the width of that cloth at 9 *s.* per yard?—Fifty-four inches within the list.

262. Viscount *Duncan.*] If the tunic is more expensive, it is a superior article?—Yes.

263. Mr. *Westhead.*] Would the tunic at the present high price of cloth be furnished at the rate of 21 *s.* 10 *d.*?—Yes.

264. Lord *Claud Hamilton.*] With regard to those new shakos for the Artillery, do they last longer than the old ones, or are they dearer in proportion to their durability?—Yes, certainly.

265. *Chairman.*] Who attends at the opening of the tenders?—The Director of Contracts opens all tenders.

266. Who

266. Who is present when he opens them?—He could best answer that question himself.

267. Nor can you answer when goods are rejected at Weedon, whether the reasons for rejection are stated?—Mr. Elliot, the superintendent at Weedon, could answer that; I think they are stated in some cases; they are always in the report sent up to the War Office.

268. Are the contractors allowed to be present when goods are inspected?—No.

269. What is the objection?—The contractors are only allowed to be present in the Government storehouses in the presence of the military storekeeper, that is all.

270. When his goods are inspected, is a contractor not allowed to be present?—Yes, under peculiar circumstances, but not as a rule.

271. He is not prohibited?—That rests entirely with the head of the depôt.

272. Viscount *Duncan.*] That is in the discretion of the head of the depôt?—Yes; but he could explain that himself much better than I can.

273. Colonel *Gilpin.*] Mr. Elliot is the head of the clothing department at Weedon, is he not?—Yes, he is the superintendent.

274. Who is the inspector who publishes those contracts?—That rests entirely with the Director of Contracts.

275. Who is he?—Mr. Howell.

276. *Chairman.*] Have you any suggestions to make to this Committee respecting your department?—None; my department has been so short a time in operation.

277. Mr. *Brown Westhead.*] Do you know what may be the extent of any one particular contract in amount?—We have contracts out now, running contracts for 60,000 and 80,000 yards.

278. Would those be with several contractors, or with one?—With one man we have a contract for 60,000 yards, to be delivered in 11 months.

279. At the present price, that, of course, would be about 30,000 *l.*?—Yes.

280. Mr. *Philips.*] Are you aware that in the large public companies, such as railway companies, or among the police force, the contracts are made at once with one party, who undertakes to make and do every thing?—I am not aware of that; I believe it is so.

281. *Chairman.*] Have you ever made a calculation of what the difference would be if you employed clothiers to make the clothing altogether as against your own system?—No; but the great objection against allowing the clothier to furnish the materials is, that you do not deal directly with the manufacturer; whereas now we go to the cloth manufacturer for the cloth; we go to the laceman for lace, and to the manufacturer for every article that he manufactures himself.

282. But a respectable firm in London, Liverpool, or Manchester, taking a large contract with the Government, the quality and price being given, surely you ought to have confidence in them that they would not commit a fraud upon you?—We might have every confidence in the firm, but we should have to pay a double profit, because the manufacturer must obtain a profit, and the firm purchasing for the Government must secure their profit, whereas by dealing direct with the manufacturer, the Government save the profit of the party purchasing from the manufacturer.

283. But they do away, do they not, with the Government establishment, and all the expenses attending upon the wear and tear and wages of the employers?—The expenses of the Government are very trifling, and if you were to abolish the clothing system altogether, and return to the old system, you could reduce those establishments very little indeed. I could put in a return showing the departmental expenses.

284. Mr. *Philips.*] Are you aware that during the late war contracts were entered into by the French Government with mercantile houses here, and that they supplied the French Government with the articles made up?—I am aware of that.

285. And are you aware that they swept the English market at one peculiar period of the war of almost everything that was made in this country, and that we came in afterwards with an English contract rather too late?—Yes.

286. Colonel *Gilpin.*] The expenses of the Clothing Department are very trifling in comparison with the extra cost, if the articles were supplied as before?—Yes, very trifling; I do not suppose that the whole of the expenses of the Clothing Department exceed 20,000 *l.*, and that includes everything.

287. Viscount *Duncan.*] £. 20,000 a year?—Yes, including everything.

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288. *Chairman.*] The uniform for the Land Transport was a very inferior thing, was it not; the price was only 16 *s.* 4 *d.*?—Yes, it was made of cloth which has since been condemned.

289. Mr. *Liddell.*] At the period when the great French demand swept the market, have you any statement of the increased price that the French offered in order to effect their object?—No; I was not then in the position which I now hold.

290. Colonel *Gilpin.*] When this cloth, of which you have spoken, was condemned, was it in use at that time by the Land Transport?—The whole of the clothing of the Land Transport corps was condemned; it was made of cloth not suitable for the purpose.

291. What compensation was made to them; was fresh clothing issued?—No.

292. *Chairman.*] How was that contract made, and by whom?—It was made, I believe, in the usual way.

293. Viscount *Duncan.*] At what period was that contract made?—Two years ago, I think.

294. *Chairman.*] Who inspected the clothing?—It was inspected at the Tower, I believe.

295. Viscount *Duncan.*] Under the old or under the new system?—Under the old system; that system has been changed altogether.

296. *Chairman.*] Who were the contractors?—I believe Messrs. Hebert & Rogers, and Messrs. Isaacs & Campbell.

297. Have you employed them since?—I must observe that it was not condemned as bad clothing; the quality of the cloth was selected by the colonel of the corps, and he condemned the cloth as not being suitable for the purpose; the contractor furnished the cloth according to pattern, and therefore he was not to blame.

298. The clothing was equal to the pattern, was it not?—Yes, the clothing that was condemned, and it was Witney cloth.

299. Where does the blame rest there?—I am not aware that the Land Transport corps complained of their clothing; the first clothing was obtained directly by the commanding officer, and the second clothing was obtained by public contract.

300. Viscount *Duncan.*] The articles were the same, but the price of those obtained by contract was much cheaper than of those obtained under the old system?—Yes.

301. Lord *Claud Hamilton.*] Was that which was obtained under contract approved of, or was it of equally bad quality?—Some of the trousers were disapproved of.

302. Viscount *Duncan.*] Why were they disapproved of?—Because they were not found to wear well.

303. Lord *Claud Hamilton.*] Who would be able to give the Committee full information on that subject?—Colonel M'Murdo would be able to give the Committee full information about the late Land Transport corps.

304. Colonel *North.*] The only thing issued to the men this year has been the tunic; of trousers you had a very large quantity in store, and did not put the public to the expense of trying out the new system as to them; were the trousers that were issued good?—I am afraid to say they are not as good as they ought to be; the end of the war found us saddled with 60,000 or 80,000 pairs, which we could not have sold except at a great loss, and therefore we issued them.

305. Will the soldiers receive any compensation?—Certainly not; for a great portion of those trousers were the surplus clothing of regiments of the line which had been supplied by the army clothiers and had passed the Regimental Boards, and therefore the soldier must wear them; the old trousers were in store in the regiments and, returned as surplus clothing; they had all been made up.

306. *Chairman.*] You furnish the accoutrements, do you not?—Yes, I do now.

307. What was done with the accoutrements that came from the Crimea?—I have been only so recently connected with the Store Department that I should not like to answer this question, but the Director of Stores would answer those questions better than I can.

308. Have you made any fresh contracts lately?—I believe not; there are a great number in store.

309. Has the pattern been altered?—I believe it has.

310. Mr. *Liddell.*] To what extent are you connected with the Store Department?—I am the assistant director of stores.

311. Of stores in general?—Yes.

312. Of all stores furnished to the army?—Yes; but the clothing branch is under my own immediate superintendence.

313. Viscount *Duncan.*] What was the date of your appointment to that office?—The 1st of February last.

314. Mr. *Liddell.*] What authority have you over the General Store Department in your capacity?—I act under the directions of Captain Caffin, the director of stores.

315. *Chairman.*] Your department now is responsible, is it not, for the clothing of the whole army?—Certainly.

316. Do you intend to keep up the stores in case an emergency arises?—Yes; we have got a store of boots and a store of great-coats, which are the two principal articles.

317. How is it with regard to the other articles?—We only keep up one year's consumption, that is all.

318. And the same with regard to clothing?—Yes.

319. How is it with regard to boots?—We have a considerable number of boots in store.

320. Have you a considerable amount of saddlery in store?—Yes; but though we are going to keep up the saddlery, a great many articles are perishable articles; therefore we do not like to have too large a store; we happen at present to have a very large store, owing to the termination of the war, and to the reduction of the cavalry regiments.

321. What is the extent of your saddlery in store?—I should think that we have got from 2,000 to 3,000 sets of saddlery altogether.

322. Are they of a modern pattern?—The most of them are.

323. Viscount *Duncan.*] Are they all in good condition?—In very good condition.

324. Colonel *Gilpin.*] The materials are first-rate, are they not?—Yes, very good.

325. *Chairman.*] They are of a different description to the old; less leather, and more rope?—The patterns of saddlery have recently been changed.

326. And the bits and curbs are of different materials, are they not?—Yes.

327. And they answer equally well?—Very well indeed.

328. Do they never rust?—The bits and all the saddlery articles are galvanised, which is found not to answer; it makes the metal brittle.

329. Is there a great difference in price between the saddlery under the old system and under the present?—It would be very difficult to ascertain that, because the colonel supplied the saddlery out of his off-reckonings.

330. Do you know the annual consumption in that department?—It is very trifling, because the articles of saddlery will last a very long time; they last from 5 to 10 years, and some last even as long as 20 years.

331. Mr. *Philips.*] You state that you have 3,000 sets?—From between 2,000 to 3,000, and they last from 5 to 20 years.

332. Is it absolutely necessary to keep such an immense store?—No; but it is owing to the circumstance of the war; it is purely accidental; they were supplied for the war.

333. Ordinarily you would not have so large a store?—No.

334. Lord *Claud Hamilton.*] Is it intended to keep the saddle-trees in future at Woolwich?—The iron part and the wooden part of the saddle-tree are made at Woolwich, and put together at Weedon.

335. Was there not some complaint made of the saddles that were furnished to the German Legion at Shorncliffe?—Very great complaint.

336. To whom could you refer the Committee to give them information upon that subject?—I believe that the German Legion are all disbanded. I took a great deal of trouble to inquire into that matter, and I found that the saddlery was very bad; and the contractor who made it has been struck off the list, and never will be employed again.

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337. You would be able, would you not, to produce the letter of complaint from the officer commanding, and to state that his complaints were justified?—Yes; there were two or three boards sat upon it, and they all concurred in condemning it.

338. You have stated that the contractor who produced this very deficient article has been struck off the list?—Yes, he has.

339. *Chairman.*] If you are making an alteration in the saddle-tree, all the harness that you have got at Woolwich must have the saddle-trees altered?—I am not aware of that.

340. The saddlery that you have at Woolwich was contracted for during the war, was it not?—Yes it was, but that is saddlery for the artillery; it is not for the artillery, but for the cavalry that the alteration is being made.

341. It is also the saddlery of the Transport corps?—Yes; they are equipped entirely as artillery.

342. You have a store of saddlery which will last ten years?—I think fully that.

343. Is not this the reason, that it was contracted for during the war at rather a larger price, and to sell it, it would realise nothing, and keeping it in store will not generally deteriorate it?—Not at all.

344. Lord *Claud Hamilton.*] Is it not very difficult to examine a saddle?—Very difficult indeed.

345. It is not till a saddle is broken down that you find out the bad work?—No; the only way of getting good saddlery, is to go to a first-class saddler.

346. You prefer that to the Government manufacturing for themselves?—I prefer that to public competition in this one particular article.

347. Mr. *Liddell.*] Would it not be the duty of the inspector of saddlery to take indiscriminately a saddle from the number supplied, rip it open, and examine the interior, the sewing, the stuffing, and all the complicated parts of the saddle?—Yes, he does that; but he would be only justified in doing that to a very small proportion of saddles.

348. Lord *Claud Hamilton.*] Was there any idea that there had been any improper conduct in passing those saddles?—No; because, after all, the great complaint that we received with the German Legion consisted in the trees, which were of green wood, and at the time the demands for the cavalry service were so great, that all the army saddlers had exhausted their entire supplies of seasoned wood; the other complaint was about the bits, which had been galvanised at the express desire of the late Commander-in-Chief, which has since been abandoned.

349. *Chairman.*] What is the system of furnishing saddlery to the cavalry?—It is now to be contracted for, the same as any other supply.

350. Do you keep any store of it?—Yes; we are now ordered to keep a store of articles.

351. Viscount *Duncan.*] What has been the effect of the new system as contrasted with the old system?—It will be exactly the same as to the clothing; the colonels were obliged to furnish the saddlery out of their off-reckonings; but now it will be supplied by public contract.

352. *Chairman.*] Is it to be an open contract?—I believe with regard to a few articles of saddlery that we have been obliged to obtain for two regiments going to India they have not been so obtained, but by sending tenders to three or four of the great London houses, such as Gibson and Cuff, and a few others.

353. Colonel *Gilpin.*] That is the usual system, is it not?—That depends entirely upon the Director of Contracts.

354. *Chairman.*] With regard to that article, you think that that is the best system?—Certainly.

355. Mr. *Liddell.*] The manufacture of first-rate saddlery is in very few hands, is it not?—It is in very few hands.

356. Lord *Claud Hamilton.*] Would it not be well for the Government to keep seasoned saddle-trees?—They are going to do that now.

357. *Chairman.*] In your new system of contracting for making up the clothing, did the old clothiers come forward?—Yes, certainly they did.

358. And many new ones?—Not many new ones.

359. What is the difference in price between the old and the new system?—I could furnish the Committee with a return showing the difference in price.

360. Can you send in a return showing the saving of 14,000 *l.* in the artillery clothing?—Yes.

361. That is upon the cost of the article, and making it up?—Yes.

362. It was a system similar to your own, as it was contracted for by the Ordnance?—Yes; but then the contracts for the artillery and sappers were not made by open tender at all, so that therefore the public had not the full advantage of competition.

363. But they were always remarkably well clothed, were they not?—Yes.

364. Better than the line?—Yes, much better.

365. Viscount *Duncan.*] Under the new system the public have the advantage of public competition?—Yes.

366. Under the new system is it your opinion that the saving will amount to nearly one pound a man?—That statement was furnished by the Adjutant-general of Artillery, and he is confident as to its contents.

367. Lord *Claud Hamilton.*] Is there any return or document that you would like to lay before the Committee to elucidate your evidence?—I should wish to put in a paper to show that if the old system had continued you would have been compelled to have increased the off-reckonings to the colonel very considerably, because, the off-reckonings were granted to the colonels to supply the old coatee pattern, and he would have claimed the difference of price between the coatee pattern and the tunic pattern, which would have made a very large sum. I make it out that you would have to give the colonel upwards of 350 *l.* a year more for each regiment, which is the difference in the actual value of the clothing.

368. Are you prepared to put that in now?—I will put it in at the next meeting of the Committee.

369. *Chairman.*] That difference which you give to the colonel would not go into his pocket?—No; but if you granted 2 *l.* 6 *s.* to the colonel to supply every private soldier with a coatee of inferior cloth, a pair of trowsers, a shako, and a pair of boots, you could not then call upon the colonel to supply the tunic, which costs 7 *s.* more; you must have increased the allowance to the amount of 7 *s.* more.

370. He was allowed 2 *l.* 6 *s.* for those three articles, was he not?—Yes.

371. What do they cost now?—I will give in a return to show that.

372. Viscount *Duncan.*] Those articles now are of a very superior description, are they not, to the articles that were originally furnished?—Yes.

373. *Chairman.*] Are the sealed patterns all sent to your office?—Yes, they are.

374. From what department do they come?—From the Adjutant-general's office, the Adjutant-general seals a pattern only for the shape and form, and he leaves it to the War Office to decide upon the materials, and therefore whenever a pattern now is sent from the Horse Guards to be sealed, it is sent down to Weedon to be reported upon by the inspector, and then, generally speaking, a duplicate pattern is made of good material, which is sealed as the standard pattern, and all that the Commander-in-Chief is anxious about is, that no difference should be made in the shape of that pattern.

375. Have the boots undergone that process?— Now they have.

376. *Chairman.*] Has each regiment a sealed pattern?—Yes.

377. Are those submitted to your inspectors previously to Sir Thomas Trowbridge's sealing them?—Yes; the inspectors send up to him one of those supplied from every regiment.

378. And that undergoes inspection?—Yes.

Mr. *Henry Hoile,* called in; and Examined.

379. *Chairman.*] WHAT is your position?—I am Chief Inspector of Cloth and Clothing.

380. Where?—At Weedon.

381. How long have you filled that situation?—Since December 1855.

382. What was your occupation previously?—I was employed in a cloth factory.

383. Where?—At Chipping Norton, in Oxfordshire.

384. How long were you employed there?—Twelve months.

385. What was your duty there?—I had the general management of the factory.

386. Previously to that what situation did you hold?—I was in a wholesale cloth house for 10 years.

G. D. Ramsay, Esq.

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Mr. *H. Hoile.*

Mr. *H. Hoile.*

28 May 1857.

387. You have been familiar with that article for many years?—Yes.

388. What salary do you now receive?—£. 300 a year and residence.

389. What are your duties?—I examine all the samples that are submitted, with two other inspectors that are under me; I also inspect as much as I can with them of every supply that comes in, make out all the specifications, and report to the Superintendent of Clothing what has been the result of the inspections.

390. When a contract for clothing is taken the pattern goes down to you, and then the manufacturer sends a sample of the cloth afterwards, if he takes the contract, does he not?—Yes, he does.

391. And he sends a sample?—Yes.

392. And then you compare the cloth, when it comes in, with his own sample and your pattern?—Yes.

393. Have you had many rejections?—A great many.

394. To what extent?—The superintendent can furnish a statement of them.

395. Do you inspect the cloth yourself?—A great deal of it.

396. Have you viewers under you?—I have two inspectors, and they have viewers under them.

397. Have they all been connected with the cloth trade?—Both the inspectors have.

398. Have the viewers also?—They come from the Tower.

399. Were they brought up to the same business as you were?—One of them was; only one.

400. What business was the other?—I cannot say. He had been in the Tower 12 years in the cloth room, so that he had had some experience.

401. Have the viewers the power of rejecting cloth that is brought in from the factory?—The inspector has. The inspector passes his opinion upon it. The viewer merely examines it.

402. Is it examined by the viewer?—It is, in order to find out damages and defects, but the inspector passes his opinion upon it, whether it shall be passed or not.

403. Then a man is entrusted with that duty who has never been brought up to the trade?—The inspectors have both been.

404. I refer to the viewer?—No.

405. Will you define the duty of a viewer?—His duty is simply manual. He pulls the cloth over the perch to examine it for small defects, and those defects from time to time are again looked at by the inspector who is constantly going from one perch to the other.

406. It goes from the viewer to the sub-inspector under you?—Yes.

407. And he is a gentleman connected with the cloth trade, is he not?—Yes.

408. What steps does he take?—He reports to me; I am constantly going from one cloth room to another, and I examine with him.

409. Do you ever differ in opinion?—Sometimes.

410. How long have you been at Weedon?—Eighteen months.

411. What quantity of cloth have you rejected during that time?—I cannot say exactly.

412. Will you give an approximate estimate of it; out of 10,000 yards how many yards have you rejected?—That depends very much upon the supply; I suppose we have rejected about 200,000 yards of cloth.

413. Viscount *Duncan.*] During what period?—During 18 months. I have a statement here.

414. Is that paper which you hold in your hand a statement of the cloth received during the last 18 months?—Yes.

415. Will you read it?—The quantity inspected, first of all, from December 1855 up to the present time, at Weedon, is 1,072,875 yards; the quantity passed is 889,378 yards; and the quantity rejected is 183,497 yards.

416. *Chairman.*] Was that owing to shoddy having been discovered in it?—It was from various causes; some of it was.

417. Mr. Ramsay mentioned, in his evidence, that some machine had been invented to discover shoddy in the cloth; has that machine answered, so far as your knowledge goes?—Exceedingly well.

418. Mr. *Liddell.*] Will you state to the Committee what steps you take upon finding a portion of cloth deficient in quality; to whom do you report it?—I report it to the superintendent as rejected.

419. You have nothing more to do with it?—No.

420. You do not know what he does then?—No; there my duty ceases.

421. Lord *Claud Hamilton.*] In what lengths is the cloth generally furnished?—The pieces average 40 yards.

422. Is it usual to find that some portion is bad, or the whole lot is bad?—It is very unusual to find two qualities in one piece.

423. *Chairman.*] Do those papers which you have in your hand relate to this machine?—I have here a lithograph of it, and a description (*delivering in the same*).

424. Lord *Claud Hamilton.*] In this process of perching must there not be two viewers employed?—Generally we have one viewer, and one labourer to assist him.

425. Two persons must be employed?—Yes; and the viewer stands between the light and the cloth which has a strong light thrown upon it, so that every slight defect is seen.

426. Colonel *Gilpin.*] With the machine stretching the cloth?—It is merely samples that are tested.

427. But every defect can be seen in the sample?—Yes.

428. Mr. *Liddell.*] What do you do to test the excellence of the dye in the cloth?—I use chemical tests for the different colours; acids generally.

429. Can you ascertain pretty nearly precisely, by that process, what the effect of sun, or rain, or exposure to the weather will be upon the cloth?—Yes.

430. *Chairman.*] When you reject cloth, do you give your reasons for rejecting it?—Always.

431. Speaking generally, what are the reasons?—Sometimes it is the badness of the finish, sometimes deficiency in strength, and various other causes.

432. Bad wool?—Sometimes bad wool; bad quality.

433. When you notify the same to the contractor do you state the reasons of rejection or not?—We do not always minutely tell the reasons.

434. Lord *Claud Hamilton.*] If he demurs to the justness of your decision, do you furnish him then with your reasons?—We then give him every particular of our objection to the cloth.

435. *Chairman.*] Is he allowed to be present when the inspection goes on?—He is not allowed. When they have called after they have had rejections and wished to see the cloth, they have been admitted to do so, so as to have the defects pointed out to them; during this process he is allowed to be present.

436. Was that quantity that was rejected received from one house or different houses?—It was standing over several contracts of various manufacturers.

437. What became of it?—It was returned to the contractors.

438. The Government were not obliged to take it?—No.

439. Were the contractors fined?—That I know nothing about; it does not come within my province.

440. What description of cloth was rejected?—A great deal of artillery cloth.

441. And great-coat cloth?—Very little of that was rejected.

442. How was it with regard to the army cloth?—A great deal of red cloth of various sorts was rejected.

443. Is there much improvement in the great-coat cloth over what it used to be?—I have never seen but one quality.

444. Is it proposed to have it of a better quality?—I am not aware that it is.

445. Lord *Claud Hamilton.*] It is of good quality now, is it not?—The quality now in use is very fair; very serviceable.

446. Have you not heard that an inferior quality was used formerly?—No.

447. What is the general course pursued by those to whom you return the cloth?—They send in a fresh supply.

448. If it occurred to you a second or a third time to reject a particular manufacturer's cloth, should you not be unwilling to try that person's cloth for the future?—I really have no discretion there, for I do not regulate the contracts.

449. *Chairman.*] Are there any instances of cloth having been rejected by you which, on a second examination, has been received?—No

450. None?—No.

451. What is the largest contract that you have ever had with one firm?—80,000 yards.

452. What was the price?—The price was 8*s.* 4½*d.*

Mr. *H. Hoile.*

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453. Colonel *Gilpin.*] What cloth was it?—It was all one description of cloth, the new red.

454. *Chairman.*] How did that firm conduct its business?—Very satisfactorily.

455. Lord *Claud Hamilton.*]. When you are trying cloth are you aware who is the person who sent it in?—Always.

456. Mr. *Liddell.*] Are you brought into immediate relation with the contractor yourself?—Frequently; but always in the presence either of the superintendent or the chief clerk.

457. *Chairman.*] If the gentleman who takes so extensive a contract as that, amounting to 30,000*l.* or 40,000*l.* wishes to be present during the examination of the article, would you object?—That is out of my province altogether. If I were ordered to inspect in his presence I should do so.

458. Viscount *Duncan.*] You would obey the instructions that you received from the Director-general?—Yes.

459. Do the regulations of the service prevent the contractors being present?—Yes, generally.

460. Mr. *Liddell.*] You merely receive the cloth; you know nothing as to whom it comes from; you examine the quality, and report upon it to the superintendent if it is bad, and you have nothing more to do with it; is not that so?—Nothing more.

461. *Chairman.*] Your duties are confined exclusively to the cloth?—The cloth and the clothing.

462. Mr. *Philips.*] Did you ever hear of such a case as some rejected cloth being sent in again by another contractor?—We have had our suspicions sometimes.

463. Having been once rejected?—Yes.

464. And was it then passed?—No, it was not passed.

465. Viscount *Duncan.*] You never heard of its being passed after it had been once rejected?—No.

466. Lord *Claud Hamilton.*] Do you think that they ever try to send it again, thinking that you would not find it out?—Yes, frequently. I have had reason to suspect it.

467. *Chairman.*] What do you do with the contractor who acts in that way?—We reject it again.

468. Lord *Claud Hamilton.*] Do you report that circumstance?—Yes; the rejection is always reported.

469. Viscount *Duncan.*] But your opinion is not taken upon that point, is it?—No.

470. *Chairman.*] Ought not the contractor's name to be struck off the list?—According to circumstances; when I have reported the inspection, it is quite out of my hands.

471. Do not you consider that a system of imposition?—It is a system that is practised in the mercantile trade, no doubt, as well as in the army cloth trade.

472. Colonel *Gilpin.*] Is it a frequent practice, when cloth has been once rejected, that they try to pass it off again?—Not very frequent with us; it has only amounted to a suspicion; but I believe it might be.

473. How many instances have you known of such a thing having occurred during 18 months?—I have suspected it, perhaps, three or four times.

474. *Chairman.*] Are they respectable firms?—Yes.

475. Colonel *Gilpin.*] Are those firms still employed by the Government?—Yes.

476. Viscount *Duncan.*] If such a case comes under your observation you would report it, would you not?—Yes, If I could satisfactorily prove it.

477. Colonel *Gilpin.*] Have you reported it in every instance that has come under your observation?—Yes; as far as I can recollect, I have communicated my suspicions.

478. And still those firms are employed?—I cannot say whether they are or are not.

479. You say that you have rejected certain cloth sent to you by certain firms; have you had to inspect any other cloth subsequently sent in by the same firms?—Yes, from some.

480. *Chairman.*] Do you know at the time that you inspect cloth from what house it comes?—Yes.

481. Mr. *Philips.*] You know that very much by the quality and make, do you not?—We have an inspection report with the name of the firm.

482. You seemed to say that it was the general practice in mercantile concerns when goods were rejected that they should be sent in again a second time; do you say that that is the general mode of conducting business?—It is very often tried on.

483. Does that conduct succeed?—It may in some cases.

484. If it were detected, would the parties be employed any more?—No, probably not.

485. Mr. *Liddell.*] Is not the detection of the material called "shoddy" in cloth a matter of great difficulty?—It is very difficult indeed.

486. *Chairman.*] The instrument you have spoken of is to facilitate that detection, is it not?—It assists us very much.

487. What is the principle of its action?—It strains the cloth, and by that means we are able to test the strength of it.

488. What is shoddy?—Here is some (*producing the same.*)

489. The difference between the price of shoddy and good wool is how much?—About one-third, according to the quality. That shoddy is made from old clothing.

490. Lord *Claud Hamilton.*] Any cloth that you try by this machine you utterly spoil, do you not?—Yes.

491. Therefore you are bound to pay for it?—We are allowed by the specification to take a certain portion from each piece to test it.

492. *Chairman.*] You have stated that sometimes the same thing is returned a second time; would not that entail the contractor's dismissal at once; would not you strike him off the list?—That would be according to the circumstances of the case.

493. Colonel *Gilpin.*] Have you had cloth again to inspect from the same person who sent it in the first time?—Yes, I have had reason to believe so.

494. Colonel *North.*] Did not that entail dismissal?—According to circumstances. We are allowed, if we find a certain portion of cloth to be unsatisfactory, to reject the whole without going through it; and it might happen that some of it might not be bad, and in that case the contractor would be justified in sending in that portion of it.

495. Colonel *Gilpin.*] If the cloth comes in in pieces of 40 yards, and there is a very large contract to the amount of some 20,000*l.* or 30,000*l*, would you, if you found one piece defective, reject the whole?—Certainly not; only a certain proportion.

496. Mr. *Liddell.*] Did you not say that it is very unusual to find two different qualities in the same piece?—Very unusual.

497. *Chairman.*] You would reject the whole piece of 40 yards?—If we had a delivery of 100 pieces, and we found 20 or 30 bad, we should reject the whole of the delivery.

498. Mr. *Liddell.*] You stated that a piece usually consists of about 40 yards?—About that.

499. *Chairman.*] Have you any reason to believe that cloth that has been once received and rejected has been offered again and has passed your inspection?—Not to my knowledge.

500. Have you ever heard that you have rejected cloth which you have afterwards received?—They would not tell me of it.

501. How many contractors are there for cloth to the army?—I suppose there are about 20.

502. Colonel *Gilpin.*] How have they been obtained; by public tender?—I believe so.

503. *Chairman.*] What was the amount of the highest contract in money?—I am not aware of the amounts.

504. You know the value of the cloth, do you not?—Not in all cases.

505. What are the terms with regard to the supply; is it three months or six months?—According to the terms of the contract they are sometimes to supply one-third at a certain time and another portion a month afterwards, and a third portion a month after that.

506. And they are paid as they furnish the supply?—Yes, as they furnish the supply they are paid.

507. Could you suggest any improvement in the conduct of your office?—None that I am aware of.

 508. Not

Mr. *H. Hoile.*

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508. Not as regards the viewers or the inspectors?—There is at present I believe under consideration the appointment of more viewers.

509. Do the contractors complain that there is no court of appeal, or any mode of arbitrating between them and the Government?—They may have complained, but not to me.

510. You have a conversation, have you not, with the gentlemen who come down to inquire into the reasons for rejecting their cloth?—We generally convince them that we are in the right.

511. Have they not asked you whether it would not be advisable to have some court of appeal?—I do not recollect having been asked that question.

512. Do not you think that it would be fair to the contractor?—I think that, with competent inspectors, which involves the opinion of three well qualified men, no further appeal is required.

513. The contractors surely must have a very bad opinion of the inspection, if they dare to send you cloth back which you have rejected?—They may have had a bad opinion at first, but time, I think, has shown them that we are experienced, and they have acted differently.

514. Do not you think that there ought to be some heavy penalty inflicted upon any mercantile firm, if after you have rejected any goods they should presume to send them back as sound goods?—That is a question which I cannot answer; it depends so much upon circumstances.

515. Is not that an injury to the fair trader?—It might not be always; the cloth might not be equal to the pattern for one service, but it might be fit for another.

516. Colonel *Gilpin.*] We are speaking of cloth that has been absolutely rejected and not considered sufficiently good for the purpose, and it is endeavoured to be palmed off upon you again?—Yes.

517. Mr. *Brown Westhead.*] Have you any special record of those cases in which the cloth has been returned upon the hands of the manufacturer?—No.

518. Is there none kept?—I keep none.

519. Lord *Claud Hamilton.*] You stated that you thought it would be advantageous to have more viewers; do you consider that the salaries of those who are now appointed are sufficient?—Not by any means.

520. Mr. Elliott has stated that he considers that the pay is quite insufficient; do you concur in that opinion?—Yes; I quite agree with him.

521. Do not you think that an increase of salary to those now in office, would be better than an increase of numbers at the present rate of pay?—The increase of the salaries of those now in office, or the appointment of others well qualified at good pay, would be better than having many more at less pay; we should get more efficient men by paying them well.

522. You think that the pay at present is insufficient?—Very insufficient indeed.

523. You would like to have more viewers and higher rates of pay?—Yes.

524. *Chairman.*] In dyeing cloth, frauds and impositions are very frequent, are they not?—We have not found many.

525. Is a fraud in the dyeing process easily detected?—Yes.

526. But the shoddy they do detect?—They do, to a certain extent.

527. Lord *Claud Hamilton.*] Are the viewers always aquainted with the name of the contractor whose cloth they are examining?—They must be so, necessarily, as every piece of cloth bears a seal with the contractor's name upon it.

528. Has there been any allegation made, that contractors have endeavoured to obtain influence and interest with the viewers?—I never heard it.

529. *Chairman.*] Have you discharged any of your viewers, or recommended them to be discharged during the last 18 months?—No.

530. Mr. *Liddell.*] You stated that the inspectors were all practical men, but that the viewers were persons who had been taken from the old department?—Taken from the Tower.

531. You say that you think the rate of salary is too low, do you think that the effect of an increase would be to induce practical men to take the office, and discharge it better than it is now discharged?—That I believe is the object of the increased pay, to obtain practical men.

532. The rate of pay before was so low, that it failed in obtaining practical men?—Yes.

533. The Government were some time, were they not, before they found that out?—That I am not aware.

534. Colonel

534. Colonel *Gilpin.*] What is the value of the great coat made up?—Fourteen shillings and sixpence. Mr. *H. Hoile.*

535. Mr. *Brown Westhead.*] You have some more samples of cloth; do you wish to hand them in to the Committee?—Yes. (*The same were delivered in.*) 28 May 1857.

536. You have also some statements of account which you wish to hand in?—Yes.

James Loades Folkerd, called in; and Examined.

537. *Chairman.*] WHAT is your position under the Government?—I am Inspector of Boots. *J. L. Folkerd.*

538. How long have you been employed?—I went down last February twelvemonths.

539. What was your occupation before that?—I was a shoemaker and leather cutter.

540. For how long?—For 28 years.

541. Was that in London?—The greater portion of my time was in London: 20 years.

542. As a journeyman or a master?—Both.

543. What is your present salary?—I was engaged at 100*l.* a year, with 10*l.* a year rise.

544. Up to what amount?—£. 190.

545. And a residence?—Yes.

546. How many men have you under you?—There are six viewers.

547. Have they been brought up to the trade?—They are all shoemakers.

548. How many boots have you had to inspect during the time you have been there?—I should think 150,000 pairs.

549. Do you put your initials to the boots?—Every viewer does.

550. How long has that been in force?—Ever since I have been down there.

551. So that if a bad article is passed, you can always detect the man who viewed it?—Yes, always.

552. Is it difficult to detect bad boots when they are first made?—In some instances it is.

553. Is there any mode by which they can conceal the bad defects in boots?—They attempt many plans.

554. What are they?—Securing with nails or brads, putting them through the channels of the sole; the inner sole being secured through it is to secure the sewing seam to prevent its being pulled up to try the strength of the boot in the sewing seam.

555. Is that greatly practised?—Not so much as it was.

556. Is it practised in the private trade?—I never saw it anywhere else in shops of work.

557. Do you recollect the old boot that was issued in the army?—Yes.

558. The new ones are a great improvement, are they not?—Very great indeed.

559. In the wear and tear, what is your opinion of the difference between the old and the new boot?—Very great indeed.

560. Mr. *Liddell.*] What is the difference in the price?—I do not know.

561. *Chairman.*] How are the sizes regulated?—They are regulated in this way in every contract: in each 100 pairs, there are so many pairs of fours, fives, sixes, sevens, eights, nines, tens, and elevens; the average sizes required are sixes, sevens, eights, and nines; more generally those sizes; a larger proportion of those sizes is required in 100 pairs.

562. You have four sizes?—No; from fours to elevens.

563. Mr. *Brown Westhead.*] The average sizes are sixes, sevens, eights, and nines?—Yes.

564. *Chairman.*] What proportion for each size in 100?—About three of the elevens; about six or seven of the tens; of the nines about 15; of the eights about 25; of the sevens somewhere about the same number, of the sixes rather fewer.

565. *Chairman.*] Are you at Weedon?—Yes.

566. After the boots have been inspected by you and passed, what becomes of them?—They are issued to the soldiers.

J. L. Folkerd.

28 May 1857.

567. Direct from Weedon?—Yes.

568. They do not stop anywhere?—Only in the store until they are required.

569. If shoes were wanted for Dublin or Gibraltar, they would go direct from Weedon thither?—Yes.

570. Mr. *Liddell.*] Do you know from looking at the leather whether it is seasoned leather or not?—Yes, I do.

571. By the appearance of it?—Yes.

572. It makes a very great deal of difference, does it not, in packing large quantities of boots, whether the leather has been seasoned or not?—The packing will certainly injure the leather; most decidedly.

573. Is not the leather liable to ferment and rot if put up in a green state?—Yes, more particularly after being made.

574. Have any instances come to your knowledge when that has taken place in large consignments of boots to be sent abroad?—I have never seen any return from abroad.

575. Colonel *Gilpin.*] Are the soles of those boots which are now made of solid leathers?—Yes, as much as they can be.

576. Not of the shavings which has sometimes been the case?—The fillings you allude to, I think.

577. How is it done?—A shoe cannot possibly be made without having fillings in it; the first thing is to sew the welt to the inner sole, and then it is filled up prior to the sole being attached.

578. Mr. *Brown Westhead.*] That is always so, is it?—Yes.

579. It is not *bonâ fide* solid leather?—No.

580. Colonel *Gilpin.*] How are the soles fastened?—They are stitched.

581. Has there not been a new pattern of boots introduced which have been screwed?—Yes, there was a screw boot, which was made 15 years back, a metallic pegged boot, invented by Messrs. Hibbert & Company.

582. How did that answer?—I have not heard.

583. It is not in general use?—It is not.

584. Mr. *Liddell.*] Are not all boots with screws, and nails, or pegs, liable to cause unevenness in the surface on the inside, and so to hurt the foot?—No, not if they are made properly.

585. It requires peculiar care, does it not, to make boots of that construction?—I do not know that it does.

586. Lord *Claud Hamilton.*] How do you ascertain whether there are any shavings or not in the sole?—We open so many pairs in 100.

587. There are no other means of ascertaining whether the sole is properly made?—I can generally tell every boot before I open it whether it has shavings in it or not; I generally find it out; we open them more particularly to see the sewing seam.

588. Colonel *Gilpin.*] How was the sewing of the old ammunition boot done?—I will show the Committee.—(*A boot was exhibited, and the sewing was explained to the Committee.*)

589. Will you now explain to the Committee how you make the new boots?—(*The Witness produced one of the new boots, and pointed out the sewing to the Committee.*]

590. *Chairman.*] Is it injurious to keep these for any length of time?—Yes, boots will decidedly perish after a certain time.

591. What is the difference in price?—I cannot speak to that.

592. Colonel *Gilpin.*] Are these the boots, of which you now produce the pattern, which are sent to the army from Weedon?—They are.

593. Lord *Claud Hamilton.*] Your duty is to see that the boots submitted to you resemble the pattern given to you?—In quality and work, the material and workmanship.

594. You have nothing to do with the price?—Nothing whatever.

595. Mr. *Liddell.*] Do you recollect anything about an occurrence which has been often alluded to, viz., the rejection of something like 170,000 or 180,000 pairs of boots?—These are a portion of that large number.

596. Do you mean the first or second pair that you produced?—The first pair.

597. Mr. *Puller.*] You reside at Weedon?—Yes.

598. Do you know, when you view them, from what firm the boots come?—Yes.

599. Colonel *Gilpin.*] Have you many metal-pegged boots in store?—I think about 60 or 70 pairs.

600. How many have there been?—About 500.

601. They were all issued?—Yes.

602. Have you heard any complaints of them?—Not yet I have not.

603. Mr. *Liddell.*] The contractor is bound to put a trade mark, is he not, to show who made the boot?—Each pair is marked by the contractor with his initials.

604. So that in the case of rejection they may be traced back?—Yes.

605. Lord *Claud Hamilton.*] And the viewer also puts his mark?—Yes; they are initialed in the quarter of the boot.

606. So that if a bad article is passed it is traced to the person who passed it?—Yes.

607. Colonel *Gilpin.*] Have you rejected many?—A great many at first.

608. Mr. *Liddell.*] Have you found, in consequence of those rejections, that the trade has become more careful?—More particularly so since the introduction of the shoulder into the inner sole.

609. Colonel *Gilpin.*] Have they ever tried to palm them off upon you again?—Yes; we have had reason to think them sent in a second time.

610. By the same firm?—Yes.

611. Colonel *North.*] Do you know at the time you inspect them from what firm they come?—Yes.

612. Colonel *Gilpin.*] Were they passed a second time?—No.

613. Has that firm been employed again since?—They are still employed.

614. Mr. *Puller.*] It might happen, might it not, honestly, that there might be a difference of opinion that the things were just bad enough to be rejected, and they might be just good enough in the manufacturer's opinion to be passed?—It has occurred in this way, that sometimes a boot has been rejected for a small fault, which has been rectified by returning them, such as the stitches being broken in the counter, which could be repaired, and sent back as good as the others; I mean the lining of the boots.

615. The goods are sent in to be tried by you, and then, in the exercise of your judgment, you reject them, and if the manufacturer sends them back again without saying that they are the same goods, it is a trial of your judgment whether you still reject them or not; but there is no fraud or concealment?—It is done now.

616. It is your business to find out whether they are good or bad?—They are always discovered.

617. Colonel *Gilpin.*] Do you consider that a firm having once had their articles rejected would be justified in sending them in to you again?—Certainly not, if done to deceive us.

618. Lord *Claud Hamilton.*] Is it not the case that the cause of rejection is assigned when the goods are returned?—Always.

619. Practically have you had remonstrances made by the contractors respecting your decisions?—Very frequently.

620. Have they endeavoured to obtain interviews with you?—They have, through the superintendent.

621. What has been the result?—They have always left perfectly satisfied.

622. Mr. *Puller.*] You cannot take upon yourself to say that you may not have passed goods which you had previously rejected?—I think not. I cannot be supposed to see every pair of boots, but I see every pair of rejections myself; they pass through my own hands.

623. Mr. *Brown Westhead.*] Who is the superintendent?—Mr. Elliott.

624. Mr. *Liddell.*] Have all the viewers the power of rejection also, without your sanction; or in the case of a viewer rejecting an article is it subjected, before it is absolutely condemned, to your examination?—The power lies with me.

625. The sole power lies with you?—Yes.

626. You stated just now that you cannot be supposed to examine every pair of boots?—That is every pair of passed boots; every pair that is rejected I see myself.

627. But the boots are rejected at first by the viewer?—He passes his quantum from the delivery of perhaps 1,000 pairs.

628. Suppose he finds one bad pair, he rejects it?—Yes.

629. Before it is rejected absolutely, it is submitted to your inspection?—Yes.

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630. Mr. *Brown Westhead.*] Are any lots of shoes or boots sent back because a considerable number are found to be faulty; or is each individual pair of boots examined?—Each pair of boots is examined separately.

631. And only those that are faulty are rejected?—Yes.

632. Mr. *Puller.*] Are you the only inspector?—No, there is one more.

633. Then the boots which had been rejected by you might come to him for inspection if they came a second time?—I generally see most of them myself.

634. The work is divided between you?—Yes; but I do a great part of that work myself.

635. Colonel *Gilpin.*] He may be present inspecting when you are not there?—I am always there; he attends more particularly to the books, issues, packing in proper condition, and so on.

636. *Chairman.*] You do not inspect the same articles?—Certainly not.

637. Mr. *Puller.*] Those which you do not inspect he does?—Yes; he goes through some of the deliveries as well as myself. I more generally do them myself.

638. *Chairman.*] Is he subordinate to you?—No; he is in the same position.

639. What are his duties?—The same as mine, but he superintends the books.

640. Colonel *Gilpin.*] The sole inspection of the boots rests with you?—Pretty nearly.

641. Lord *Claud Hamilton.*] Could a contractor appeal from you to the other inspector?—Yes; our opinions are very often both taken.

642. *Chairman.*] Do you give your reasons to the contractor why you reject his shoes?—Yes.

643. Colonel *Gilpin.*] Suppose you and your co-inspector differ in opinion?—We never have differed.

644. Lord *Claud Hamilton.*] In that event would you refer the matter to Mr. Elliott?—It would be referred to Mr. Elliott.

645. *Chairman.*] Have you the charge of packing the boots for the Colonies?—Yes.

646. Is there not some danger of the boots heating unless they are properly packed?—Yes, there is.

647. Is that done under your view?—Yes.

648. There has not been time sufficient to ascertain whether the new boots have arrived safely at their destination?—No.

649. Is there anything which you wish to suggest to the Committee which you think would be an advantage to your department?—Not with the exception of the patterns; if they were submitted to the inspectors for approval before they were sealed, that is the only thing I have to suggest.

650. Colonel *Gilpin.*] Who fixes on the patterns?—I do not know.

651. *Chairman.*] You are not consulted upon the pattern or quality?—No.

652. Mr. *Liddell.*] Will you undertake to say that patterns have often been presented to you which, had they been presented to you before they were accepted, you would not have approved of?—Decidedly.

653. Often?—Not often; it has occurred.

654. Judging from the appearance of that sealed pattern on the table, should you be of opinion that it had not been passed by a man competent to inspect it?—Decidedly; but it is not a sealed pattern.

655. Yet you are bound to abide strictly by the sealed pattern?—Yes.

656. Lord *Claud Hamilton.*] Suppose you found that you could make a useful suggestion, should you be stepping out of the line of your duty to represent your opinion?—Yes.

657. *Chairman.*] From what department do you receive your pattern boot?—From the War Department; Lord Panmure; through Mr. Howell, I believe.

658. Have you a sealed pattern with you here?—No, I have not.

George Dalhousie Ramsay, Esq., called in; and further Examined.

G. D. Ramsay, Esq.

659. *Chairman.*] THE last witness seemed to say that he had seen boots which had been sealed as the pattern pair, and which he would have rejected?—That was the old pattern.

660. Colonel *Gilpin.*] The sealed pattern is to be the guide, is it not, both as to the shape and the quality?—The sealed pattern that comes from the Commander-in-Chief is not to be a guide as to the quality of the material.

661. *Chairman.*]

661. *Chairman.*] You give a soldier, on joining, a pair of boots, do you not?—Yes. *G. D. Ramsay, Esq.*

662. And they last him about six months?—Yes.

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663. Is the quartermaster supplied with boots from Weedon to give out to the soldiers?—That is a question which is still under consideration, but there is no reason why it should not be so, because at every station where there is a store-keeper the soldiers can buy the articles, and they are charged for at a certain price.

664. Colonel *Gilpin.*] There are always a certain number in store, are there not?—Yes; the soldier has only had boots issued from the War Office since the 1st of April; and when those boots are worn out, the Commanding officer will in all probability apply to be allowed to supply the soldier from the Quarter-master's stores, but he has not done so yet.

665. *Chairman.*] Having obtained a very large supply, you have a good quality of boot; suppose that the soldier gives the preference to your boot at nine shillings, has he an opportunity of obtaining it?—He will have, certainly.

666. Mr. *Liddell.*] Who are the official individuals who decide upon the sealed pattern of an article to be supplied?—The Adjutant-general takes the pleasure of the Commander-in-Chief upon a certain article to be used for the troops. If it is an article of equipment or clothing, it is the Adjutant-general, or if it is an article of store, or barracks, or field equipment, it is the Quarter-master-general. When the Adjutant-general gets patterns made, they are submitted to the Commander-in-Chief. If he approves of them, they are sent down by him to the Queen for approval, and then sent to the War Office, and the Secretary of State, if he concurs with the Commander-in-Chief, submits a warrant to Her Majesty to seal that article as a standard pattern.

667. Are all articles of clothing, or are the patterns of all articles of clothing, subjected to the same process?—Yes.

Veneris, 5° die Junii, 1857.

MEMBERS PRESENT.

Lieut.-Colonel Boldero.	Mr. Liddell.
Viscount Duncan.	Sir Charles Napier.
Lord Claud Hamilton.	Colonel North.
Sir John Hanmer.	Mr. Philips.

LIEUT.-COLONEL HENRY GEORGE BOLDERO, IN THE CHAIR.

Sir *George Augustus Wetherall,* K.C.B., called in; and Examined.

668. *Chairman.*] YOU are the Adjutant-General of the Forces, are you not?—Yes. Sir *G. A. Wetherall,* K.C.B.

669. With respect to the supply of clothing for the army, what responsibility attaches to your office?—None whatever.

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670. Then Sir Thomas Troubridge, the Deputy Adjutant-general, is the authority who is responsible for the patterns?—He is responsible for nothing; he is the agent of the Commander-in-Chief. All patterns for clothing, before they are made up are submitted to Sir Thomas Troubridge, and by him or myself to the Commander-in-Chief for his approval, and after approval there is an end of the matter, so far as the Commander-in-Chief is concerned. It does not follow that those patterns are to be made up, for that rests ultimately with the Secretary of State for War, who considers whether there is any great expense in the proposed arrangement; and if he thinks there is, or not, it is for him to submit them to the Queen for her final approval.

671. When the patterns are finally approved, where are they forwarded to from your office?—To the War Department.

672. Not direct to the Director of Contracts?—No; to the Secretary of State for War.

673. What is the object of the intermediate office of communication?—There is no object at present, except to decide what pattern the clothing should be made of.

674. I mean this: after the model patterns are decided upon, they go from your

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your office to some intermediate office, between your office and the Director-general of Contracts?—It is the order of the War Department; I do not know the reasons for it; and although addressed to the Secretary of State for War, it goes directly to the clothing branch of that department.

675. Viscount *Duncan.*] To a branch of the War Department?—Yes, the clothing branch of the War Department.

676. *Chairman.*] From the time that those patterns leave the Adjutant-general's Department you have nothing more to do with the clothing till the reports come to you from the regiments after the issue?—Nothing whatever.

677. Consequently, if any faults are found with the clothing, the commanding officers of the regiments send those complaints direct to your office?—The commanding officers of regiments send a report of the clothing direct to the clothing department of the War Department, and they send a duplicate of that report to the Adjutant-general for the Commander-in-Chief's information, the War Department doing now what the Board of General Officers did formerly.

678. Sir Thomas Troubridge is attached to your department, and not to the War Department?—Yes.

679. Does it strike you that upon this system the only protection which the public have against a fraudulent contractor is the examination of the contractor's sample by the Director-general or his assistant?—Certainly; I do not know anything of what the Government has, but the soldier has no security.

680. None whatever?—No; the soldier has no security now that he gets the article to which the Commander-in-Chief considers him entitled, and the pattern of which he has sealed.

681. Viscount *Duncan.*] What security had he formerly?—The commanding officer, and the two next senior officers of the regiment, upon the arrival of the clothing, always formed themselves into a Board to examine it, and they made their report to the Board of General Officers, and the Board of General Officers sent for the clothing complained of, or a part of it, and they examined it, and if they were of opinion that it was bad, it was thrown upon the contractor's hands who supplied it.

682. Who were the judges under the old system?—The Board of General Officers were the judges finally.

683. I understand you to say that the War Department is now substituted for the Board of General Officers?—Yes.

684. *Chairman.*] After the contractor has accepted the terms of the War Department, he sends a pattern of the quality of the cloth up to London, which is compared with your model pattern?—Yes, I presume so; but I do not know what the process pursued is.

685. Sir *Charles Napier.*] If the clothing is approved of by the Board of General Officers, has the regimental Board a right to reject it afterwards?—No.

686. Lord *Claud Hamilton.*] Suppose a complaint comes from the commanding officer, I understand you to say that it would go to the clothing department of the War Department?—Certainly.

687. What would be the next process: on the receipt of that to whom would it be referred?—I have not the least idea; it is an appeal to the War Department against their own supplies; what they do with it I do not know.

688. How could this Committee be able to follow up the process of the complaint under the new constituted arrangements?—By reference to the Secretary of State for War; there has been no time for trying the new system, and no opportunity to ascertain the result; we have only had one or two complaints.

689. Does the sealed pattern accompany the delivery to the regiment?—Always.

690. Colonel *North.*] Is there any Board of officers now when the clothing arrives at the regiment?—The same as there was before of regimental officers, and they make a report to the War Department, sending the Adjutant-general a copy of that report (and he also communicates with the clothing branch of the War Department), stating that they have received such and such a report; but there their duty ends, and what the result of that is we do not know.

691. Viscount *Duncan.*] You stated that one or two complaints had been made under the present system?—Yes.

692. What has been the course pursued with regard to those complaints?—We have only had one from a regiment in Malta. The clothing was complained of

of as being badly made, and of bad material, and the usual report was sent to the War Department.

693. Sir *Charles Napier.*] Does the report come to the Commander-in-Chief first?—No, he only receives a duplicate, for his information, from the commanding officer of the regiment.

694. What does he do with that?—He sends it to the War Department with his observations.

695. *Chairman.*] Have you received any complaints with regard to delays in furnishing supplies?—Yes; scarcely any regiment this year has received its clothing in proper time.

696. How did that happen?—I cannot imagine, except from the delay in making or in accepting contracts; but I cannot give an opinion upon that subject.

697. Sir *Charles Napier.*] From the time the clothing is ordered to the time it arrives at the regiment, how many journeys does it make; first, I believe it comes to Weedon?—I believe so. There is a regulation in the army, under which the clothing for every regiment is to be sent from England at a given period, according to the place where the regiment is stationed, and it is the duty of the War Department now to ship the clothing at these periods.

698. At the Horse Guards you do not know anything as to when the clothing is ordered; when it arrives at Weedon, or where it is sent to be made up?—We have no knowledge at all. We know nothing of the clothing, except as to fixing the pattern.

699. *Chairman.*] That is the plan by which the army is now clothed?—Yes.

700. Lord *Claud Hamilton.*] When a regiment is on foreign service, in Canada for instance, are there no local means of having the complaints as to the clothing tested?—No, only by the Board of regimental officers.

701. Take Canada, for example; the commanding officer of a regiment thinks he has reason to complain; would his complaints equally come back to the clothing department of the War Department?—Yes, from every part of the world.

702. Then, of course, until the reply, if any was sent, reached Canada, the regiment would wear that clothing?—Certainly.

703. Mr. *Liddell.*] I think you stated that the approval of the sealed pattern by the Commander-in-Chief does not insure its ultimate acceptance in all cases?—Yes.

704. You stated that it was submitted thence to the War Department, and finally to the Queen for her approval?—Yes; by the Secretary of State for War, who judges of the expense.

705. Does it often happen that after the approval by the Secretary of State, changes are again suggested by Her Majesty and adopted?—I do not know of any instance in which a change has been adopted after the patterns have been submitted by the Secretary of State to the Queen.

706. In fact virtually, the sanction at last by the War Department is final?—Yes.

707. Lord *Claud Hamilton.*] I apprehend that it would not be known in the office generally what passed between Her Majesty and the Commander-in-Chief?—All patterns are sent up with the usual form of submission, signed by the Commander-in-Chief, to the Queen, even the most trifling thing, and it comes back with her signature, approved or disapproved; and when the Commander-in-Chief receives that back he sends it to the War Department for execution or not, still depending upon the Secretary of State for War, who, if he have any objection, either to the material or to the expense, makes his objection to the Queen, and the Queen may alter it or not.

708. He does not make his objection through the Commander-in-Chief to Her Majesty, but direct to her?—Yes.

709. In India, suppose the commanding officers of regiments to find fault with the clothing, would the same process, that of sending the complaints home, obtain?—Yes.

710. Sir *Charles Napier.*] After the clothing arrives at Weedon, and is examined, would it not be possible to send it direct to the regiments, and get it made up where the regiments are, or by the regiments themselves?—I imagine that it is always sent direct from Weedon to the regiments.

711. It has been stated in evidence that the cloth comes to Weedon first, and is examined there; that it is then despatched from Weedon to the tailors,

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and after the tailors have made it up, it comes back to Weedon, and from Weedon it is then sent direct to the regiments?—I know nothing about that.

712. Colonel *North.*] It has been stated in evidence that articles of the smallest description, such as brushes, brooms, and clothing, or whatever they get from Ireland, are brought over to this country, and sent either to the Tower, or to Weedon; considering the large army that is kept in Ireland, would it not be more advantageous to have a store in Dublin?—Most assuredly.

713. Sir *Charles Napier.*] Can you see any objection to the cloth being sent direct to the regiment, and being made up there?—It is not possible to do so with regiments of infantry; in the first place you have not the means of doing so; and regiments of infantry are so constantly ordered to embark at a moment's notice, that if you had no ready-made clothing, they would be obliged to go almost naked, or unfit for service, and therefore a badly made coat is better than none. It has been tried on many occasions, but it has been found quite impracticable.

714. When the clothing reaches a regiment, does it not undergo another process, that of being made up again, in order to fit the soldier?—Yes, when it is necessary.

715. Would not the colonel of the regiment, if he were a particular man, have all that clothing made up again in order that the soldier should be fitted exactly?—No; a very small part of it only is generally remade; the average sizes are so good, generally speaking, seven or eight, that every man selects from a bundle of his size, and he gets very well fitted.

716. Generally speaking, is the clothing well made up?—It used to be very well made up.

717. Is it so now?—I have no means of judging.

718. You have heard no complaints?—There has not been time yet to receive any complaints.

719. Viscount *Duncan.*] I understand from you that no complaints have yet reached you with regard to the new clothing?—None, except one from Malta; some regiments have not yet received their clothing.

720. Mr. *Philips.*] The Committee were informed the other day that the cavalry made up their own clothing?—Yes.

721. Generally speaking, they are smart in appearance; do you see any objection to the same practice prevailing in the infantry?—It cannot be done; because the cavalry are never ordered to embark at a moment's notice for colonial service, and therefore they may take their time in making up their clothing; but the infantry are often ordered to embark very suddenly, and if only the material was sent they could not make it up on board ship, nor in an enemy's country, and that is the reason why the infantry clothing is sent out ready made.

722. Viscount *Duncan.*] Is the establishment at Weedon under the Horse Guards or under the War Department?—Under the War Department; we know nothing about it.

723. You can give the Committee no information as to the transmission of the clothing?—None whatever.

724. *Chairman.*] Since this new plan has come into operation there have been various alterations in the quality of the cloth, in its colour, and also in the shape of the uniform?—Yes.

725. Has there been any alteration in the accoutrements?—Not since the late clothing warrant; I think the alteration in the accoutrements took place a year or two before.

726. All those alterations naturally entail additional expense upon the public?—I do not know that; I should say probably not, for the wings, the epaulettes, the lace, and a great many things, are now dispensed with.

727. Sir *Charles Napier.*] Had you a regiment under the old system?—No.

728. Have you a regiment under the new system?—Yes.

729. But you cannot judge between the two systems?—Not at all.

730. Viscount *Duncan.*] I think I understood you to say that complaints had been frequent as to delay in the delivery of the clothing under the new system? Very frequent.

731. Were there any complaints as to the delivery of the clothing under the old system?—Very seldom; unless it was in consequence of some accident at sea, or shipwreck. I do not remember any delay in its being shipped at the proper

proper periods; circumstances might have delayed its receipt for a few weeks, but generally the clothing ought to arrive in a regiment three or four months before the 1st of April, in order that every man may be fitted and take his clothes into wear on the 1st of April.

732. Were there no complaints made under the old system?—Very seldom of non-arrival; and when they did arise it was in consequence of some accident at sea, and no fault of the clothier.

733. Those same accidents might occur under the new system, might they not?—Certainly.

734. I believe there were no particular complaints made as to delay in the delivery of the clothing in 1854 or 1855?—I do not recollect any. Delay occasionally occured, but always, as I have before mentioned, occasioned by accidents at sea, or fire, or something over which the contractor had no control.

735. Did you not state that the complaints with regard to non-delivery were more frequent under the new system than under the old system?—We have scarcely had time to receive any complaints, and we can only judge as to the clothing having been delivered in proper time, when the half-yearly inspections of regiments take place, and when the reports come in; they are coming in now gradually, and some regiments have complained of the non-delivery of the clothing in due time, as an excuse for the men not being properly clothed.

736. Have many complaints of that description been sent in?—Some three, or four, or five; but we have not got all our reports in yet.

737. I understood you to say that those complaints of the non-arrival of the clothing, in your experience, had been more frequent under the new system than under the old?—For the short time that I have been able to judge of the matter, certainly I must repeat what I stated before, that under the old system, I remember no causes of complaint for non-delivery of clothing at the proper period, unless it had been caused by accidents at sea, or fire, or some circumstances over which the contractor had no control. But up to the 1st or 2d of June several regiments have not yet got their clothing in wear, which ought to have been upon the 1st of April delivered, it did not arrive in time, but the causes of that I do not know.

738. Sir *Charles Napier.*] If a regiment is abroad, who sends out the clothing to it?—The War Department.

739. From Weedon?—Yes, I believe so.

740. Viscount *Duncan.*] Under the old system, who sent out the clothing?—The clothier.

741. Lord *Claud Hamilton.*] Are the contractors subject to any fines for being behind their time, under the present system?—I have not the least idea.

742. *Chairman.*] How were the supplies furnished under the old plan?—The clothing was ordered. Every colonel employed his own tradesman, and that tradesman knew at what time the clothing was to be made and shipped, and he shipped it accordingly, and the colonel, if he was at hand, of course looked at the clothing, and saw that it was good; and before it was shipped, the Adjutant-general, or his deputy, or the Deputy Quartermaster-general invariably inspected the clothing of every regiment, and compared it with the sealed patterns, and rejected the clothing or approved of it as they thought proper. If they rejected it, new clothing was supplied then and there, and this was all done in sufficient time to enable the clothing to be shipped at the appointed periods.

743. And that additional expense was, I presume, borne by the contractors?—Of course.

744. Mr. *Liddell.*] Suppose the colonel of a regiment was abroad, did he send his order for the clothing to England?—Yes, to the clothier.

745. *Chairman.*] Then the colonel of a regiment appointed his own clothier, and held him responsible for the quality of the clothing, not only upon its issue, but for its wear?—Certainly.

746. For what period was the clothier responsible for the wear of the cloth?—From three to four months, and if it was found to be very bad, the clothiers always replaced it.

747. I think you stated that when the clothing was reported ready for issue, your department inspected all the clothing before it was sent out?—Yes, or the officers before named.

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748. And then when it arrived at the regiment a Board of officers was assembled to make a second inspection?—Yes.

749. If complaints were made, they came then to your office as they do now?—Yes; now a duplicate only comes to the Adjutant-general's Office; the direct complaint is made to the War Department.

750. I suppose they came direct to your office?—Yes; and they were sent to the Board of General Officers.

751. Sir *Charles Napier.*] Under the former system were complaints frequently made against the great coats being badly made, and of bad stuff?—Sometimes; great coats were supplied by the Ordnance.

752. Were they made very often?—Very rarely.

753. Were there more complaints made against the great coats than against the rest of the clothing?—No; I think not. A great coat is an article which is supplied when it is worn out; it is supposed to last for three years, but I believe that the Government are always very liberal in supplying them. Great coats formed no part of the colonel's supply.

754. At the Horse Guards were you aware that there was a large quantity of boots, which had been contracted for, found to be bad, and that they were all sold?—I had official knowledge of there having been a great number found very bad, but what became of them I do not know.

755. I suppose you have heard that they were sold?—Yes.

756. Lord *Claud Hamilton.*] Under the old system, after the colonel had passed the clothing, was there any other appeal; for instance, if he had passed bad clothing, could the general officer at the half yearly inspection take cognisance of it?—Certainly he could; if the general officer at the inspection chose to consider it bad and reported it so, and the matter was inquired into, redress would be given, either by compensation to the soldier, or in some other way.

757. And that compensation would have been paid by the colonel?—Yes; by the colonel of the regiment.

758. Mr. *Liddell.*] So that in the event of the colonel furnishing bad clothing to the troops, the loss, in case of a report being made against that clothing, would fall upon the colonel himself?—Certainly; officially upon the colonel, but really, I suppose, upon the contractor.

759. Lord *Claud Hamilton.*] The colonel having once passed the clothing, and being satisfied, upon his superior officer finding fault surely the colonel could not afterwards fall back upon his own contractor?—No; but the question would be decided then and there; sundry suits would be sent to the Adjutant-general's Office, and a board of general officers would call in competent judges to decide between them, and adjudicate.

760. Viscount *Duncan.*] I understood you to say, that the Board of General Officers were accustomed to call in competent persons to assist them?—Yes, I believe so.

761. I apprehend that under the present system it would be equally competent for the War Office to do so?—Certainly; I believe that the duties of the clothing branch of the War Department are precisely what those of the Board of General Officers used to be.

762. *Chairman.*] The Board of General Officers acted, did they not, as a kind of court of appeal?—Yes.

763. Do you think that that worked satisfactorily for both parties?—Decidedly.

764. At present, if there is a point in dispute, who finally decides it?—I cannot tell; it is sent up to the War Department, and there it rests with the War Minister, as I suppose.

765. Suppose that it rests with one individual, is that as satisfactory as if it rested with a board of general officers?—I should say, certainly not.

766. Viscount *Duncan.*] Will you state your reasons for thinking so?—Because I think that in a multitude of councillors there is wisdom; I think the more opinions upon a matter of that kind, calling in competent judges to assist them, the better.

767. Do you think that the responsibility which attaches to an individual is greater than the responsibility which attaches to a Board?—I think that the responsibility to a man of honour is equal, but I think that one man is not so capable of judging as many; but as to the responsibility, it is equally great.

768. You think that the responsibility which attaches to a number of individuals

viduals sitting on a Board is equal to the responsibility of an individual?—Certainly, I do.

769. *Chairman.*] Those general officers were all of them officers of considerable experience in the army?—Yes.

770. And they had been serving with regiments as adjutants, and captains, and field-officers, and had had the benefit of inspecting clothing time after time?—Yes; they were always chosen as practical regimental officers.

771. Therefore, from long experience and practice, they naturally possessed a good knowledge of clothing?—Certainly.

772. Are you aware that many of the decisions of that Board of General Officers were complained of by the clothiers, or by the army?—I never heard of any; I do not remember any complaints from either party; they generally abided by their decision, and the clothiers very readily supplied clothing that was condemned; if the Board decided against them they submitted to the decision.

773. Viscount *Duncan.*] I understood you to say, that the Board of General Officers were in the habit of calling in competent persons to assist them in forming their judgment as to the clothing?—Yes.

774. Do you conceive that the Board of General Officers were of themselves competent judges of the clothing?—I do.

775. *Chairman.*] Do you think that under the old system the cost of the clothing was fair and reasonable?—I have not the least idea what the cost was.

776. At present, I believe, there is a double system of contract in supplying clothing: one is the purchasing of the cloth, and the other is the making-up of the cloth; what advantages are there in that double system?—I am not aware of any; I cannot imagine that there can be any.

777. Sir *Charles Napier.*] I hold in my hand a document which gives an account of the quantity of clothing supplied, approved, and rejected, and it appears that the whole quantity of clothing supplied was 109,640 yards, out of which 61,034 yards were approved, and 48,606 yards were rejected?—I never heard of that.

778. It appears that of the cloth supplied by Ellis & Nephew, amounting to 44,770 yards, there were only 712 rejected. In the case of another clothier, Jubb & Company, who supplied 4,961 yards, there were no less than 4,756 yards rejected?—I have no knowledge of those facts.

779. Would that have happened in former days?—Of course it could not have happened; we did not know anything about the cloth in former days.

780. Hebbert & Company supplied 32,653 yards, of which 20,261 yards were approved, and 12,392 yards were rejected?—I have no knowledge of these things.

781. In another case I perceive that Pollard & Company supplied 26,609 yards, of which 15,726 yards were approved, and 10,883 yards rejected. Is it not extraordinary that such a number of rejections should not be known at the Horse Guards?—We have nothing to do with the material, nothing but with a single pattern jacket; we do not know what goes on under the system at all.

782. Viscount *Duncan.*] Under the old system had you any more to do than under the present system?—Certainly. The Adjutant-general's department were the primary inspectors of clothing; after it was made up we saw every suit, and inspected it.

783. I presume, in the case of rejections under the old system, you knew what were rejected?—Certainly, what we rejected ourselves; it sometimes did happen that other garments were rejected in a regiment: it was impossible, in inspecting hundreds and thousands of suits, to look at each jacket; we looked at certain averages.

784. Was there much clothing rejected under the old system?—Very little indeed.

785. If you were told that more clothing had been rejected under the present system than under the old system, what inference would you draw from that?—That the system was the worse of the two.

786. You think that the system under which most was rejected was the worse of the two?—Yes.

787. Lord *Claud Hamilton.*] You are of opinion that the system which encourages more of bad clothing to be sent in is the less good of the two?—Certainly.

788. *Chairman.*] Then the question arises whether, if there had been no Board in former days, to inspect the cloth before it was made up, the cloth of which the coats were made would not have been infinitely more deficient than it is under the present system?—I cannot possibly tell.

789. Viscount *Duncan.*] Was there no Board in former days to inspect the cloth?—No, we had nothing to do with it; but with the garment after it was made up.

790. Lord *Claud Hamilton.*] I presume that the colonel of the regiment himself transacted the business with the person whom he selected, just like a private individual, and therefore satisfied himself that the material was good?—Certainly.

791. *Chairman.*] From your knowledge of the colonels of regiments, when in command, were they in the habit of changing their clothiers often, or not?—I think very seldom; I scarcely know an instance.

792. The notion of changing the old plan arose from the objectionable principle of giving a profit to the colonels out of monies ostensibly voted for another purpose; was not that so?—It was a contract with the Government, of course.

793. The difference upon the off-reckoning system, between the actual cost and the money voted for the clothing, was intended as a provision to general officers, for long, faithful, and distinguished services?—Yes.

794. And now you give them fixed pay, or a commuted allowance?—Yes, taken, I believe, from the average profits of the colonels, under the old system.

795. Do you know how much it amounts to?—Something under 450 *l.*

796. The change took place when Mr. Sidney Herbert was Secretary-at-War?—Yes.

797. Lord *Claud Hamilton.*] You are of opinion that the individual responsibility of the colonel, his personal inspection exercised over a small quantity, enough for his own regiment, was better than a system under which very large quantities of cloth are sent in and viewed altogether?—I think so; I think the colonel had more interest in the clothing of his regiment, and the benefit accruing to the soldier, than any body of civilians can possibly have. I cannot imagine that a gigantic establishment like that which is in operation can work so well as a more divided responsibility, where each colonel is responsible for his own regiment.

798. Under the old system the person who was most interested had immediate means of making his complaints known and tested?—Certainly.

799. Whereas under the present system it appears to be a very complicated process to get a complaint examined?—Complaints may be made; but we do not yet know what the result of those complaints will be.

800. Mr. *Liddell.*] Under the old system, supposing that complaints were made of the clothing being bad in wear, that complaint, I presume, must have been forwarded to the Board of General Officers through the colonel of the regiment?—Not an individual complaint; but if any individual suits were found, upon examination, to be bad, supposing that a private soldier complained to his commanding officer, if the commanding officer found the complaint well founded, he would replace, say a jacket, at the colonel's expense.

801. You mean the commanding officer for the time being of the regiment?—Yes.

802. Then, did he forward the complaint to the Board of General Officers?—Not in individual cases; a latitude was given to him by the colonel to do those things.

803. Did the colonel of the regiment who, under the old system, supplied the clothing, also receive notice that those complaints had been made?—Yes; from his lieutenant-colonel.

804. It was not necessary to obtain the colonel's permission to forward those complaints?—Certainly not; every lieutenant-colonel had authority from his colonel to replace those things without further reference.

805. Viscount *Duncan.*] In contrasting the advantages of the old system with the new, I understood you to say that you thought one of the advantages of the old system was, that the colonel felt a greater interest in the clothing of the soldier than a set of civilians would?—Yes; I said so.

806. I think you also stated that one of the advantages of the old system was, that the colonel was held individually responsible for the clothing of his regiment?—Yes.

807. Therefore

807. Therefore in that instance you think that the responsibility of the individual was better than the responsibility of a Board?—Certainly.

808. Mr. *Philips.*] Comparing the old with the new system, under the old system when an infantry regiment was abroad, how did the colonel clothe it then?—Precisely as he does now; the clothing was made up periodically, and shipped at a stated period, which was defined by the War Office.

809. He got the clothing from the War Office, did he?—No; from his own private tradesman, who would have made it up in England.

810. That is similar to the present system?—Now the colonel has nothing to do with it. It is made up entirely by the War Department, at Weedon; and I presume, though I do not know, it is sent by the War Department to its destination, instead of being sent by the colonel's private clothier.

811. Viscount *Duncan.*] Under the old system was the full colonel of the regiment in the habit of accompanying the regiment abroad?—Never.

812. If he was not in the habit of accompanying the regiment abroad, who made the complaint, and how was it to reach him?—The lieutenant-colonel, or colonel, in England, was constantly in the habit of visiting his clothier's establishment, and looking at what he was about; examining the material and seeing whether it was properly made up, and correcting any errors; and when the clothing reached the regiment the lieutenant-colonel became the judge whether it was good or bad. The orders of the army are, that on the arrival of the clothing at the regiment, the lieutenant-colonel, or the officer commanding, and his two next senior officers, shall assemble and open all the bales, and inspect them suit by suit, and make a report for the information of the colonel and the Board of General Officers, which system is pursued now; but instead of sending a report to the Board of General Officers they send it to the War Department, and there the matter rests; and a duplicate of that report is sent to the Adjutant-general for the information of the Commander-in-chief, who immediately communicates the complaint to the War Department, and beyond that we know nothing.

813. Sir *Charles Napier.*] Are there regularly paid examiners at the War Office?—I do not know.

814. Viscount *Duncan.*] The chief difference between the present and the old system is that the War Department is substituted for the Board of General Officers?—Certainly; for the Board of General Officers, and the private clothiers of the colonels.

815. Sir *Charles Napier.*] But the colonel never sees the clothing of his regiment?—No.

816. Would it not be a great improvement if he had authority to examine the clothing of his regiment?—A very great improvement.

817. Do you see any difficulty in authorising the colonel to examine the clothing before it goes to the regiment?—I think it would be beneficial.

818. Viscount *Duncan.*] Under the old system, did the colonel inspect the clothing before it went abroad?—I believe so, not officially; but I mean he was always in his clothier's manufactory or workshop, for the purpose of satisfying himself that the material was good, and that the clothing was good. A majority of them made it quite a hobby; they were fond of it.

819. *Chairman.*] The quality of the cloth for the tunic lying before you is evidently very superior to the old clothing, but the colonel in command of a regiment had no power whatever to fix upon the quality of the cloth for the soldier; that was fixed upon by higher authorities?—Yes.

820. Do you think, that if an additional price was allowed for better cloth under the old system, the soldier would have had the entire benefit of it, or not?—Certainly; for Government fixes the pattern.

821. Mr. *Liddell.*] Was it considered under the old system to be lucrative for a colonel of a regiment to have the clothing of the soldiers in his own hands?—Yes, but I have not the least idea what it was; I had no regiment under the old system, and I therefore can form no opinion.

822. Viscount *Duncan.*] Under the old system, was the quality of the cloth considered good enough?—No; it was very bad.

823. Who settled the quality of the cloth under the old system?—I suppose it was regulated according to the price by the Adjutant-general's Department, or the Board of General Officers.

824. Are the Committee to understand you to say, that the Board of General

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Officers decided on having a cloth which was not adequately good?—They were guided by the price allowed of course, and they gave the best article for the money, I suppose; I do not know who settled it, I have not the least idea.

825. *Chairman.*] Do you consider that the combined system of combining cheapness and quality in your contracts can ever work well; in other words, must they not be antagonistic?—I should think so, most assuredly, and that the soldier would be very well clothed, and indeed better clothed, if there was fair and open competition, although I am not prepared to say that there is not.

826. Do you not think that all personal supplies provided for the soldier, cap, tunic, shoes, and trousers, should all be made of the best material?—Certainly.

827. And the price should not be made so much an object?—Certainly; I am sure it would be the cheapest to the Government.

828. Viscount *Duncan.*] Has not more competition been invited under the present system than under the old?—I have not an idea what the system is.

829. You cannot give any opinion on the merit of the new system, as compared with the old?—No.

830. Lord *Claud Hamilton.*] In rather expressing a preference for the old system, the Committee, I presume, are not to suppose that you approve of the system of paying colonels by off-reckonings, your preference refers more to the system of supplying the clothing?—Certainly; the Adjutant-general is generally considered as the guardian of the soldier's interest, and the only complaint that I have to make of the present system is, that the soldier has no guarantee that his clothing is what the Government intend that it should be. The clothing is now condemned at the regiment by a Board of Officers, and if found unfit for use, the appeal lies to the department who supplies it; there is no power now which can command the Secretary of State to send a fresh supply of clothing.

831. Sir *Charles Napier.*] In your opinion the colonel has not power sufficient over the clothing?—Certainly not, in my opinion.

832. *Chairman.*] The clothing condemned now, as unserviceable, is purchased at the expense of the Government?—I presume so; it ought to be so.

833. It was not so, I believe, under the old plan?—No; it was at the expense of the colonel, which caused the off-reckonings to vary very much in amount; sometimes, if the clothing happened to be lost, the colonel had to supply it, and he lost by it that year.

834. Lord *Claud Hamilton.*] In that case the Government now would lose?—Yes, of course.

835. Sir *Charles Napier.*] The colonel, I suppose, always insured?—I suppose he did.

836. Mr. *Liddell.*] I think I understood you to say, that this new system has been in operation so short a time that you cannot give any fixed opinion as to whether it is likely to work well or not?—Certainly not.

837. It has only been in operation, I believe, since the 1st of April?—Yes.

838. It is still competent for regimental boards of officers to return the clothing into the hands of the War Department, if they consider that it is bad?—No; it is their duty to report it bad, but not to return it into the hands of the War Department without receiving orders from the War Department upon the subject.

839. During the very short time that this system has been in operation, have you not heard of some complaints?—No, only one from Malta, the result of which I do not know.

840. Viscount *Duncan.*] You received a complaint from Malta?—Yes, from a regiment at Malta; they complained of the clothing being very badly made, and the complaint was made direct to the War Department by the colonel of the regiment.

841. What was the date of that complaint?—I do not know, but I think a month or five weeks ago.

842. That was a complaint as to clothing under the new system?—Yes.

843. *Chairman.*] Supposing that in times of peace we had an army of 100,000 men clothed under the old plan, and a sudden emergency arose, making it necessary to increase them to 200,000, how would you furnish the clothing for the extra 100,000?—By means of the regimental clothiers; they always have a large supply on hand.

844. What would be the present plan of furnishing the additional 100,000 with clothing?—By the War Department from the stores at Weedon.

845. Is

845. Is there any rule or regulation laid down for determining the quantity of clothing they are to keep in hand?—Not that I am aware of; it would be prudent if it were so. Sir *G. A. Wetherall*, K.C.B.

846. Viscount *Duncan.*] I understood you to say, that there would be no more difficulty under the new system than under the old, in supplying any quantity of clothing that was desirable?—There ought not to be, certainly not. 5 June 1857.

James Sutton Elliott, Esq., called in; and Examined.

847. *Chairman.*] WHAT position do you hold?—I am Principal Military Storekeeper, and superintendent of army clothing at Weedon. *J. S. Elliott*, Esq.

848. You are, then, under Captain Caffin?—Yes.

849. What are your duties?—I receive and take charge of and issue all articles of army clothing.

850. What was the date of your appointment?—I commenced my duties in December 1855.

851. Have your duties been changed by the new warrant, dated the 1st of February 1857?—No, they have not been changed since 1855.

852. What is the nature of the supplies which you have to superintend?—Cloth of all descriptions for the army, boots, and saddlery; these are the principal articles.

853. Colonel *North.*] You have no accoutrements?—No.

854. Or caps?—Yes, that is an article of clothing.

855. *Chairman.*] Or tents?—No.

856. It is merely clothing?—Yes, and saddlery.

857. Is Weedon now an establishment entirely for clothing and boots?—Yes, and saddlery.

858. These are the three principal articles that you superintend?—Yes.

859. When you receive the supplies from the contractors, what steps are taken at Weedon?—When a supply comes in, it passes through the hands of the store clerk, who records it. It then is passed into the hands of the inspectors and inspected, that is to say, as to its quality; and from them it proceeds into the hands of the viewer, who marks the damages; and with regard to that part that is approved of, an account is put into my hands, and it goes into store to be issued when it is required to be made up; and the same in the case of boots to be issued to a regiment when they are required.

860. After the cloth is approved of, where do you forward it to be made up?—To the various contractors, whoever they may be.

861. Are their names sent down to you?—Yes, the names are sent and a copy of the contract.

862. You pack up the cloth, and send it accordingly?—Yes.

863. And you are responsible, I presume, for the transit of it?—Yes.

864. Mr. *Liddell.*] Do you pay the freight?—In some cases we have done so, but more generally the contract is so formed, that the cost of delivery is thrown upon the contractor.

865. Colonel *North.*] But then he would add that to the price, would he not?—Of course.

866. *Chairman.*] With regard to shoes, what course do you follow?—The contractor delivers them, and they pass through the store-clerk in the same way. Every pair passes through the hands of a viewer, and those portions which are rejected are then passed through the hands of the inspector, who assures himself that the viewer has not wantonly rejected anything, and then they pass into store, to be delivered when requisitions come from the various regiments.

867. When you receive your instructions from the War Office, you pack up those shoes and send them in compliance with the requisition?—Yes, I send them on for embarkation or delivery.

868. Then you are responsible for packing them?—Yes.

869. But you do not take any responsibility for packing the clothing after it is made up?—Yes, the responsibility rests with me for seeing that it is properly sent to the regiments. The clothing at present, when made up by the contractor, is sent to the branch depôt at Mark Lane, where we have viewers, and there it is viewed and packed, and from there it is sent to the point of shipment.

870. Do not you think that it would be better to have the whole of the process conducted in one establishment?—It certainly would be more convenient.

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871. Are there any regulations as to the quantity of stores to be kept as a supply?—The department is so very short-lived that we have not yet been able to get a depôt supply; but the intention, I believe, is always to have one full year's reserve of everything.

872. Is the establishment at Weedon large enough to contain clothing for the whole army for a year?—Certainly not, with a reserve.

873. Sir *Charles Napier.*] Are the inspectors under your orders?—They are.

874. Do you see them perform their duty?—Certainly.

875. Do you send the clothing, after it has been inspected, to the contractors who are the tailors?—Yes.

876. Do you see any objection to there being a corps of tailors kept at Weedon?—There would be this objection, that we should require to employ an amazing number of people, and we have not accommodation for that; but as a principle I think it might be advantageous.

877. Would it not be much better, when the cloth is received at Weedon, to have it made up at Weedon?—It would be decidedly better, if we had accommodation sufficient there for the purpose.

878. Your difficulty is, that there is not sufficient accommodation for the number of tailors that would be required?—It is also a question whether they could do it cheaper or not.

879. Colonel *North.*] Would you not be exposed to strikes on the part of the great body of tailors down there?—Yes, I think so. At the suggestion of Mr. Ramsay, before I took charge of the depôt, I obtained a very valuable opinion upon that subject, the opinion of Sir Joseph Paxton; and he said, "Have nothing to do with tailors; you will never be able to manage them." And he told me, also, that the thing had been tried, I think, by the North-Western Railway Company, and that it was a perfect failure.

880. Sir *Charles Napier.*] Were you superintendent at the time when a large quantity of boots were found inefficient?—Yes.

881. To whom did you attribute the fault; to the inspectors?—I cannot answer that question, for the boots were passed long before the clothing department was in existence.

882. Did you pass them?—No, I objected to them. They had been passed under the old system.

883. You are aware that a large quantity of boots were found inefficient, and were in consequence rejected?—Yes.

884. You are aware of the contents of the paper which I hold in my hand; I see here the names of eleven contractors; were those contracts thrown entirely open to the public, or were the contractors selected?—I have no knowledge of the formation of the contracts.

885. Do you know where that is done?—There is a branch in the War Department for contracts.

886. You are responsible for this paper?—Yes.

887. It appears from this paper that there has been no less than 1,072,875 yards of cloth supplied, of which 889,378 yards have been approved, and 183,497 yards rejected?—Yes.

888. Did you reject them?—My inspectors rejected them.

889. They acted under your orders, and rejected them?—Yes.

890. The names of the contractors also are specified in this paper, and it appears that J. Ellis supplied 29,646 yards, of which 10,110 yards were approved, and no less than 19,536 yards were rejected?—Yes.

891. Were they sent back to the contractor?—Certainly.

892. Would Mr. Ellis, under such circumstances, be allowed to contract again?—A contractor, particularly for cloth, with his best exertions might fail.

893. But then, as the inspector rejected 19,536 yards, and approved only of 10,110 yards, do you think that that contractor ought to be allowed to contract again, or would he be struck off the list?—He would not be struck off because his goods were rejected; he might, from a failure in the manufacture which was beyond his control, have failed upon one occasion.

894. Viscount *Duncan.*] I apprehend that your duty, in such a case, would be to report him?—Yes, if I saw anything fraudulent on his part; but the mere rejection of his goods would not constitute fraud.

895. *Chairman.*] When a requisition comes from a regiment for a supply of clothing, it is sent down to you, is it not?—Yes.

896. You examine it, do you not, to see that there is no excess?—I take the requisition as I find it; I do not control the requisition; that is no part of my duty.

897. Whose duty is it to control the requisitions?—That is the duty of the Director of Stores.

898. Sir *Charles Napier.*] You, of course, report to the War Office that out of a certain quantity of cloth so many thousands have been rejected?—No, there is no necessity for that, under ordinary circumstances; for we only pay the contractor for what we accept.

899. Is it not your duty to report to the Horse Guards, that of the cloth sent in by various contractors so much has been rejected, in order that they may form proper opinions upon the subject?—Certainly not; I do not report to the Horse Guards.

900. In the instance referred to, did you report it officially?—I could not exactly say unless I had my books before me, for it is not one contract, but it consists of various contracts, and is spread over a very large number of deliveries, and therefore it would be impossible for me to say as to the aggregate shown in the return.

901. You have furnished this Committee with an account of the quantity of cloth supplied, the number of yards approved, and the number of yards rejected; have you made a report to the same effect to the War Office, and have you stated that of the cloth supplied by such and such a firm so much was approved, and so much was rejected?—I do not think I have; it is not part of the system; I have done so in certain instances.

902. Would you not, by so doing, open the eyes of the War Office, and especially if they had this paper in their hands, would they not be able to form a much better opinion as to who ought to be employed, and who ought not to be employed?—If they want any information respecting the efficiency of a contractor, and the manner in which he has conducted his previous contracts, they refer to me upon the subject.

903. You did not consider it your duty to bring this paper under the eyes of the Secretary for War?—Certainly not.

904. Has the Secretary for War got this report?—No.

905. Then he knows nothing about what has been supplied, what has been approved, or what has been rejected?—I should explain to the Committee, that if there was any deficiency in the supply it would immediately come under the notice of the Director of Stores.

906. I am not talking of deficiency, but of the efficiency?—I think the one dovetails into the other; the contractor makes good any deficiency.

907. But the contractor who supplied you with a bad cloth was evidently in hopes that it would pass?—I should not come to that conclusion.

908. But surely the Minister for War ought to be made aware that such and such a contractor was not worthy of being employed again?—That entirely depends upon the quality of the supply; one contractor will sometimes send you one supply that is very good, and the next may be very indifferent, and yet he may be a very good contractor.

909. Viscount *Duncan.*] When supplies are sent in, do you make any reports to the War Office upon them?—Only in those cases where I consider that the supply is of a very inferior kind, and that there is something affecting the character of the contractor.

910. Sir *Charles Napier.*] In one case 10,110 yards were approved, and 19,536 yards were rejected; surely the Secretary for War ought to be made acquainted with that; that was the case with Mr. Joshua Ellis, the contractor?—That case of Mr. Joshua Ellis is the subject of a communication with the War Department at this moment, and it is perfectly under their notice.

911. Viscount *Duncan.*] Have you communicated the case of Mr. Joshua Ellis to the War Department?—Yes; that was the case of a supply of blue cloth.

912. There are various causes, I believe, for the rejection of those cloths?—Yes.

913. What are the principal causes of rejection?—In some a deficiency in the weight of the wool—a want of wool; in other cases, a badness of the finish; in other cases, a thin thready appearance of the cloth. At the same time, I must say

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that the inspector would be able to give better information upon that subject than I can.

914. Colonel *North.*] In the very next article, namely, grey cloth, the same contractor, Mr. Ellis, furnished 16,612 yards, out of which 16,239 yards were approved, and only 373 yards rejected?—Yes; it by no means follows that because he fails in one supply he fails in all.

915. Lord *Claud Hamilton.*] Is it not the fact, that in the case of every rejection an official account is kept?—Yes, in my office.

916. Therefore it is a matter entirely resting upon your responsibility; if you think there is a fraud you report it?—Certainly.

917. And the information is always accessible, if required?—Yes, always.

918. Viscount *Duncan.*] It is always accessible to the authorities of the War Office?—Yes, at any time.

919. I apprehend that if there is any particular case to which you wish to call attention of the War Office, you would do so?—Yes; and I have done so in every case.

920. Mr. *Liddell.*] Do you know of any instance in which a complaint having been made by you against a contractor on account of an article supplied being of bad quality, that contractor has been again employed?—I do not.

921. Have there been many instances of that?—Not many. We have not been long at work, and the contractors up to this time have worked tolerably well. In one case where I considered that a supply of boots from a contractor was very bad I represented it, and he has never been employed as a contractor for boots since.

922. Sir *Charles Napier.*] How many inspectors have you under you?—Three inspectors for cloth at present, and there are two for boots, and one for saddlery.

923. What are their salaries —A return, I think, has been put in upon that head.

924. Who appoints the inspectors?—The Secretary of State for War.

925. Are they acquainted with the work?—They are.

926. Have they been tradesmen?—They have been brought up in their business.

927. *Chairman.*] In the case of any serious complaint to be made of a contractor, I want to trace the whole proceeding; first of all the viewer looks at the cloth?—No; the inspector is the first person who looks at the cloth, and if he finds the cloth sufficient in weight, in appearance, colour, or quality (and he is the judge of that), he then hands it over to the viewer, who perches the cloth; that is, it is passed over rollers in a strong light, and he detects the small flaws and marks them; and if there is more than a due number of those defects the cloth is rejected.

928. Have you an inspector over all?—The senior inspector is the chief inspector of cloth.

929. A complaint of the cloth would go to him first, I suppose?—Yes.

930. Then does he communicate in writing his complaint to the superintendent?—Yes.

931. And does the superintendent next communicate that complaint to the director of clothing?—Yes.

932. Then I believe it goes to the director of clothing; when he receives the complaint, what does he do with it then; does he give a final answer to it?—If he thinks the case of sufficient magnitude and importance to lay it before the Secretary of State for War he would do so, and take his orders upon it as to whether the contractor should be again employed.

933. The cloth which is set down in the first page of the paper referred to was cloth, as I understand you, for the artillery?—Yes; Mr. Joshua Ellis's supply.

934. I see that you rejected of the total quantity 48,606 yards, and approved only of 61,034 yards?—Yes. I should state that this blue cloth now is for the artillery and cavalry. Mr. Joshua Ellis's cloth was for the artillery.

935. The blue cloth supplied for the army was in all 109,640 yards, and you approved of 61,034 yards, and rejected 48,606 yards?—Yes.

936. Was not some inconvenience felt to the service from so large a rejection?—We did not find that; we had a sufficiency to meet the wants of the service.

937. Did

937. Did the contractors supply the deficiency according to the terms of their contract?—Certainly.

938. Viscount *Duncan.*] I suppose they were bound as to time?—Yes, and they would be fined if they did not do so.

939. Therefore no inconvenience could arise to the public service?—No.

940. Sir *Charles Napier.*] Were the inspectors who passed those boots dismissed?—I know nothing of the inspection of the boots referred to at all.

941. That was before your time?—Yes.

942. Lord *Claud Hamilton.*] I understand you to say that the first process is this, that the inspector tries the cloth by weight?—Yes.

943. So many yards of cloth ought to weigh so much a yard?—Yes.

944. Then the weight being deficient, as I understand you, it is handed over to the viewer?—The weight being deficient is a radical defect; it shows that there is a want of wool.

945. You stated, I think, next, that the inspector looked at the colour?—Yes.

946. Do you mean that if he was satisfied with the inspection of the colour he would not perch it?—No; it is always perched.

947. Then he would hand it over to the viewer?—Yes.

948. Then there are sub-inspectors, are there not?—Yes; but they are viewers.

949. In case of a deficiency of colour being found, is that at once reported to the inspector?—Yes.

950. What tests does he apply?—Acids to detect blues, greys, and greens.

951. When is a report made to you?—After they have completed the examination. The cloth comes in perhaps 500 or 600 yards at a time, and the contractor sends in an inspection note.

952. As soon as it is passed, it then comes under your inspection?—Yes, and it comes into my store.

953. Up to that time you have no charge of it?—No charge; that is, not an official charge, as I cannot be charged with what is rejected; suppose, for instance, there are 500 yards, and 100 yards are rejected, I should only have the 400 yards left brought to my charge.

954. Then you keep the approved cloth?—Yes.

955. What is the next step?—The pattern of the cloth is sealed beforehand, and the inspector has that in his hand when he inspects the cloth.

956. Portions of that cloth are cut off and sent to the contractors, are they not?—Yes, to make up the clothing, but they are not the same contractors; the cloth contractor is not the tailor.

957. Then that cloth has to be sent to the person who is selected to make it up?—Yes.

958. Then when does it come back again to you?—When it is made up.

959. So that if the clothier lives at Limerick, the cloth is sent to him, and he returns it made up to you; who pays the expense of those two journeys?—That is in his contract; it comes, I suppose, upon the public at last, because if the contractor pays it, he adds it to the price of his contract, no doubt.

960. Do you agree with Mr. Godley; he says, "This tells greatly against distant contractors"?—In some degree I think it does; but I think that is a matter for the consideration of the contractor, if he can compete with others, he being at a greater distance, and can afford to pay the freight; it may, however, check him.

961. Colonel *North.*] But a contractor resident in London, who had to send down to Weedon, could do it cheaper, could he not, than a contractor living at Limerick?—Yes.

962. Viscount *Duncan.*] But, on the other hand, the contractor at Limerick might have other countervailing advantages which might enable him to compete with success with the contractor in London?—Yes.

963. Wages might be cheaper, and house-rent?—Yes; and the contractor at Limerick, I know, does a great deal by machinery.

964. Lord *Claud Hamilton.*] Which is available, of course, to everybody in this country?—Yes; but it is not generally used.

965. Are there no other depôts for this clothing except the Tower, Woolwich, and Weedon?—Woolwich is only for the artillery and engineers.

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966. There was a small one at Dublin; is that still in existence?—I have no knowledge of one there. There is a small depôt at Mark-lane.

967. Considering the large military force that is always kept up in Ireland, would it not be more convenient to have a clothing depôt at Dublin?—If you had another depôt there, it would entail another establishment to carry it on.

968. Viscount *Duncan.*] And that would be more expensive?—Yes; more expensive than any amount of freight; freight is very cheap.

969. Mr. *Philips.*] How long does it take to send a supply from Weedon to Dublin?—About 15 hours; it would depend on the quantity.

970. Lord *Claud Hamilton.*] Did you ever see any of the police clothing in Ireland?—Yes; but it was many years ago.

971. That is all very good, is it not?—Yes, I believe so.

972. And that is entirely made in Ireland?—Yes; there is no doubt of the capability of the Irish contractors.

973. I understood you to say that those goods were packed at Mark-lane?—Yes.

974. And some person under your authority is responsible for the good packing of them?—Yes; they are packed by army packers, until it be determined whether the establishment is to remain at Weedon, or the establishment there be enlarged; and we are obliged to keep on this small depôt at Mark-lane for packing the clothing that is made up in London. That saves the time that would be taken up in going down to Weedon. It is inspected there and packed, and it is sent to its destination from Mark-lane.

975. Is anybody present at the unpacking to see whether the goods have received any injury in the transit?—The clothing is delivered in from the contractors, and the contractors would be responsible

976. Who is responsible for the packing?—I am, when it is going away.

977. Is any person present on the part of the contractor to see that the goods are when unpacked in a sound state?—No; he merely delivers them there. On the bales being opened, if there were to be found any accidents, we should reject a coat, for instance, and he would have to make it good.

978. But if he contended that the injury had taken place from insufficient package, what remedy would he have, suppose the clothing sent from Mark-lane to Londonderry?—We should visit that upon the packers.

979. But who would be responsible; you would then have taken it out of the contractor's hands; would the responsibility rest with you for any injury done in the transit from Mark-lane to Londonderry?—Yes.

980. Viscount *Duncan.*] Have you received any complaints as to any injury sustained in the carriage of goods?—Very trifling; not so much as one would expect. Sometimes I have heard a complaint that a packer in packing a bale of goods has let his needle go through a piece of cloth.

981. The complaints are very trivial?—Yes.

982. Lord *Claud Hamilton.*] To what tribunal would that complaint have to submitted?—If Hayter & Howell demur to make good any damage I would inform the Director of Stores of it.

983. What remedy would a contractor have if he alleged that the injury done had been done during the transit from Mark-lane to head-quarters?—I should not listen to the contractor.

984. Colonel *North.*] Do the army packers constitute a branch of the War Department?—No; we have got part of their premises, and they pack under an arrangement that they are to pack for us during this interregnum.

985. Who are they?—Messrs. Hayter & Howell.

986. *Chairman.*] It is, as I understand, in contemplation to change that system?—Whenever the depôt is sufficiently enlarged: we have our own packing establishment; we could very well do it if were convenient.

987. Is there not some intention to remove the depôt from Weedon?—That is not decided; I do not know anything upon that head of my own knowledge.

988. Colonel *North.*] Have you any means of enlarging the establishment at Weedon with regard to land?—We have ample means.

989. *Chairman.*] In order to facilitate the working of your own department, would it not be better, after the cloth has been inspected at Weedon and sent to the tailors to be made up, that the clothing should be sent directly to the regiments, and let them make the inspection themselves?—We should then lose the opportunity of judging whether the tailors made up the cloth properly.

990. Viscount *Duncan.*] You would then have no check upon the tailors?—No.

991. *Chairman.*] Do you not think that field officers and quartermasters' tailors would be a sufficiently good check upon the clothier?—I should be very sorry to say that the officers were incompetent, but I think that our inspection is very much more detailed than it would be by a Board of officers; and I do not think that they would achieve the same object.

992. Sir *Charles Napier.*] Surely your two inspectors could not be so effectual as if the clothing were inspected by the different captains of companies?—I do not think it is likely that the captain of a company when inspecting the tunics of the men would examine the seams of every coat.

993. Surely your own inspectors cannot do that?—But I have several viewers under the inspectors.

994. How many inspectors have you?—I have two inspectors of clothing, and we have six viewers.

995. You have to view the whole of the clothing. Is it possible that your six viewers and your two inspectors can examine that clothing with the same care that every captain of a company and every serjeant of a company could do when they received it?—I think that they do that with much more care, because it comes in gradually, and there is plenty of time to do it.

996. Viscount *Duncan.*] The parties employed under you have been, as I understand, brought up to the trade?—Yes.

997. And therefore you place more confidence in their report than you would in the report of other parties?—Yes.

998. Would any saving be effected under an inspection by the officers of a regiment instead of by your inspectors?—I do not know what the experience of officers in a regiment might be, or whether they would have to employ people to assist them in doing it.

999. If they did employ people to assist them, there would be no saving by that operation?—I do not think there would.

1000. Sir *Charles Napier.*] Would there not be a saving in the expense of freight in sending it down to Weedon?—I beg to say that there is a mistake about the clothing being sent down to Weedon. It is delivered at Mark-lane, in London. It is principally made up in London, and it is viewed in Mark-lane, and packed and sent off to its destination from Mark-lane.

1001. Then it does not return to Weedon?—No; and I was surprised to hear that.

1002. How long have you discontinued having it sent back to Weedon; because it has been stated in evidence that the cloth was sent to London after it was examined, that it was then sent to the tailor to be made up, and that it was then sent back to Weedon and inspected, and then sent off to the regiments?—The case I suppose that was referred to, by whoever the gentleman was who gave that evidence, was that of an Irish contractor, and that was because Weedon was nearer to him than London; his clothing was inspected at Weedon, and sent from Weedon to its destination.

1003. Viscount *Duncan.*] Was that done at his own request?—Yes, I think it was; it cost him less.

1004. Sir *Charles Napier.*] Since what time have the tailors sent the clothing to Mark-lane, instead of to Weedon; from the beginning?—Very nearly the whole of the clothing, with the exception of what was made in Limerick, has been viewed in Mark-lane.

1005. Mr. *Philips.*] The reason why you send the cloth to be made up in London, is that it is made up cheaper there?—It is simply because the contractors reside in London.

1006. Viscount *Duncan.*] Those contracts are open to all the world, and any contractor may send in tenders?—I believe so.

1007. Lord *Claud Hamilton.*] What is the nature of the establishment at Mark-lane?—It consists of a certain number of viewers.

1008. Superintended by an inspector?—The chief viewer is almost the same as an inspector.

1009. Does your authority extend from Weedon to Mark-lane?—Yes.

1010. How do you follow the goods?—I do not follow them; I inspect them as frequently as I can, and I get my daily reports from them.

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1011. Do they go over the clothing accurately and watch the seams, looking at the lining, trying the buttons, and the hooks and eyes?—Every coat is so examined.

1012. Colonel *North.*] There has been some complaint lately made, particularly by the Rifle Brigade, as to the manner in which the buttons are sewn on?—The buttons are now put on in a new mode; they are fastened on with washers; no complaint has been made to me on the subject, but I do not think that the washer is much approved of.

1013. Viscount *Duncan.*] Have you heard any complaints under the new system, as to supplies which have not reached their destination at the appointed time?—Yes, I have heard of some complaints that the clothing has not been up to time, but I think the infancy of our establishment might supply a good excuse for it; we have had a great deal to do, and it could not possibly be perfection the first year.

1014. Lord *Claud Hamilton.*] When you reject certain cloth or clothing, do you state to the contractor the cause of the rejection?—Generally we do. If it is a rejection of a very extensive character there is sure to be an inquiry made about it, when we give every facility.

1015. Though every facility is given for knowing your reasons, is there any possible means of making an appeal from your decision given to the contractor?—None, except to the Secretary of State.

1016. Your decision is therefore final?—Yes; but by the terms of the contract he can appeal to the Secretary of State for War; and if he thinks that I have been injudicious, or that my inspectors have so been, the Secretary of State for War can order a reinspection to take place, and rescind my decision.

1017. Practically no facility is given for making an appeal?—I apprehend that nothing would be thrown in the contractor's way if he thought that any injustice had been done him.

1018. Mr. *Liddell.*] Have you found much difficulty in obtaining proper persons as viewers and inspectors?—I think there is a difficulty.

1019. From what does that difficulty arise?—I think we scarcely pay them enough.

1020. You consider that the salaries are not sufficient?—I think that to induce a respectable man to leave his business, and to become a viewer at a low salary, is almost futile.

1021. Does it not necessarily follow, that if the Government lays down a fixed scale, and it happens that a great demand springs up in any branch of business, they must alter their scale of salaries in order to obtain those persons, and to induce them to come into the service?—An alteration is now taking place in the payment of the viewers to meet the very circumstances that you have adverted to. We have found that they were not sufficiently paid, although great confidence must be placed in them; and now steps are being taken to pay them better. I believe that has been already carried out at the Tower.

1022. Does it not follow from that circumstance that a fixed scale of salary, as laid down by the Government, will fail in securing at all times and under all circumstances the proper men that you want?—No, I think that a liberal salary would always ensure men. At all times there is a desire with certain parties to have Government employment, because they have pensions afterwards.

1023. Viscount *Duncan.*] They are placed upon the superannuation list?—Yes, it has been so decided latterly; and that is a great consideration to a man in that rank of life.

1024. Colonel *North.*] Have you had any complaints made as to the viewers asking for bribes?—Not a single complaint of the kind.

1025. Viscount *Duncan.*] No complaint has ever been made as to bribery in your department?—None in the world. In fact I do my utmost to prevent all communication between the contractors and the viewers; and even so with regard to their superiors, the inspectors, I do not let them see the contractors except in my presence.

1026. Lord *Claud Hamilton.*] Do the viewers know the contractors to whom the cloth belongs?—They must of necessity, because the name of the contractor is seen.

1027. *Chairman.*] Your office being that of inspector of clothing, do buttons come under that denomination?—Yes.

1028. How are the buttons supplied?—By contract.

1029. By

1029. By open tenders?—I believe so.

1030. Do you know the names of the contractors for the buttons?—Yes, I know the names, but there are very few contractors for the incoming year; Firmin & Co., of the Strand; Smith, Kemp, & Wright, of Birmingham, and another firm of Reeves.

1031. During the last year who supplied the buttons?—The principal supply was first intended to be obtained from Mr. Nutting.

1032. Had he a large contract with you?—Yes, he had an extensive contract.

1033. Pretty nearly for the whole of the army?—Yes.

1034. Did he fulfil his contract?—No.

1035. Why not?—His supply was bad, and he was slow in sending it in.

1036. What happened in consequence?—I do not know.

1037. Had you to make a fresh contract?—Yes.

1038. Was he punished at all?—I do not know whether the terms of his contract admitted of that.

1039. Mr. Nutting made a contract for buttons in 1856, did he not?—Yes.

1040. And he did not perform his contract?—No.

1041. Why did he not perform it?—I think I answered the question. In some cases the buttons were bad, and in others he did not supply them in time.

1042. You did not get the supply from him?—No.

1043. What quantity did you get from him?—I can furnish the Committee with a return of it.

1044. When that contractor failed you, what did you do?—We entered into fresh contracts.

1045. What were the terms of the fresh contracts?—I can also send in a return upon that point.

1046. I suppose you know pretty well what the terms were?—I really do not bear in mind the price.

1047. Have you any knowledge that the second contract was at a price considerably higher than Mr. Nutting's contract?—It was higher, but not very much higher, I think.

1048. And Mr. Nutting escaped all fines and penalties, did he?—He did not escape, for he has not been paid yet at all.

1049. What is the nature of the washer which is used in putting on the buttons?—It is a little piece of brass sown on the coat in the inside.

1050. Was that delay in furnishing the buttons the reason why your supplies for the colonies were late?—Yes, that put us back very much.

1051. Could you furnish to the Committee a copy of the contract with Mr. Nutting?—Certainly.

1052. And with his successor?—Yes; a contract or an agreement. I cannot say whether it was a contract or an agreement that was entered into; but whatever it is, it is in binding terms. The Director of Contracts could, however, give better information upon that subject than I can.

1053. Do inventions come under your charge?—No.

1054. You have described to the Committee the process of condemning cloth; if it is a matter of importance when the clothing comes, and it is found bad, what is your system then; the viewers, I suppose, have nothing to do with it?—If it is made up badly, we return it upon the hands of the tailor.

1055. How many hands does it go through?—One tunic would go through the hands of one viewer.

1056. And an inspector?—The inspector over him is the chief viewer.

1057. Then it would come to you as superintendent?—Yes.

1058. Then it goes, does it not, to the Director of Clothing again?—He never sees it.

1059. But he receives a communication, does he not?—Yes; and then it is sent to the regiment.

1060. Then there are six parties to every failure of a contract, and six communications?—There is first of all the inspector, the viewer, and myself; that makes three; and if there was a report to be made upon it, it would go to the Director of Stores, the Director of Stores being a branch of the War Department, which is tantamount to going to the Secretary of State for War.

1061. Mr. *Liddell.*] I think you stated that a reinspection of the made-up clothing takes place in Mark-lane?—I may say now always, except for garrison

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staffs and depôt battalion staffs; and we can more conveniently send to them from Weedon than from Mark-lane; and we can send to Ireland easier, also, from Weedon.

1062. With regard to the other stores, saddlery, is that all sent to Weedon?—Yes; for the cavalry; we have not anything to do with the artillery.

1063. Lord *Claud Hamilton.*] What inspection is there of the lining or serge of the clothing?—We are just commencing that; we have not issued the trimmings yet; but now we are going to do so, and the inspection, I apprehend, will be very nearly similar; the serges will be examined pretty nearly in the same way. There is now a qualified person employed to inspect the calico and the linen; and there is just the same inspection of that as there would be in any mercantile establishment.

1064. Will that take place at Weedon?—Yes.

1065. It has been stated that there is a good deal of work going on on Sundays at Weedon; is that the case now?—It has occasionally come to my knowledge; but I am sorry to say that I am obliged to be in my office every Sunday.

1066. Will you state why that is necessary?—My official buisiness requires it; but that does not apply to the labourers, the viewers, or the inspectors; but my office is so pressed with business, that I am in it generally at half-past seven in the morning, and I frequently do not leave it till ten at night, and part of the day on Sunday. That applies also to my clerks; and I do not believe there is a branch of the public service so worked as that is.

1067. Mr. *Liddell.*] How many clerks have you?—Eleven permanent clerks and three temporary clerks.

1068. Lord *Claud Hamilton.*] Perhaps that arises from the circumstance that you are in a transition state?—Yes.

1069. You can state positively that there is no ordinary work going on on the Sunday?—Yes, certainly. I have frequently had urgent demands made upon me, and whether it be a week-day or a Sunday, I always make it a rule, when an immediate order comes in, immediately to work it out.

1070. Colonel *North.*] Have you reported to the War Department the manner in which you are overworked?—The Director of Stores, I believe, is quite convinced of it, and recently we have had three temporary clerks appointed.

1071. Viscount *Duncan.*] Have you made any report to the War Office upon that subject?—Yes; and three additional clerks have been appointed lately.

1072. Colonel *North.*] But they are only temporary?—I have no doubt that every attention is paid to our representations. I am very reluctant to make applications for an increase of the establishment until I see that there is no prospect of getting on without it.

1073. Do they receive any extra pay?—No.

1074. Viscount *Duncan.*] I understand you to say that all your representations to the War Office have been attended to?—Most certainly.

1075. *Chairman.*] In reality, you are the person responsible for a proper supply of clothing to the army?—My establishment is responsible that the inspectors do pass proper cloth and clothing.

1076. The whole establishment at Weedon is under your orders?—Yes.

1077. When you give a decision as to the rejection of cloth, nine times out of ten, I presume, that decision is final?—Certainly.

1078. Viscount *Duncan.*] I understood you to say that you were subject to the War Department, that you make reports to the War Department as to those deficiencies, and that you are guided by instructions received from the War Department upon these subjects?—Clearly.

1079. You consider yourself as the head of a branch of the War Department?—I have the charge of the executive branch of the business, and it is my duty to report anything that I consider necessary to my superiors, and to take their orders upon it.

1080. Colonel *North.*] The extra work, as I understand you, is entirely confined to your clerks and yourself?—Yes; but the inspectors have plenty to do.

1081. But on the Sunday, I mean?—That is confined to my clerks, except when I get immediate orders.

1082. How long has this extra duty been imposed upon you?—It has not been extra duty; it has been growing into this from 1855; the business from that time has been gradually increasing.

1083. Viscount

1083. Viscount *Duncan.*] Do you frequently receive those immediate orders, or have they been only occasional?—I have had them very frequently.

1084. *Chairman.*] Has the war with China increased your business?—Yes; and orders of that nature do not admit of an hour's delay.

1085. Have any instances occurred within your knowledge of a contractor, whose goods have been rejected, sending them in again for re-inspection?—I am glad that the honourable Chairman has put that question to me, for in consequence of the evidence that was given the other day, I am anxious to state that I have never known a case of a contractor, nor has there ever been reported to me a single case of a contractor having put in goods fraudulently, with a view palm them off upon us, which had been previously rejected. The inspectors, I dare say, have had some suspicions of the fact, but they never amounted to such a tangible case that I could report that suspicion of a viewer or an inspector. It would not be sufficiently tangible for me to stamp the character of a respectable firm with an attempt at fraud. Whenever a thing of the kind has been mentioned to me, I have always said to the inspector, "Are you prepared to prove this? Can you identify that piece of cloth as being that which you have rejected? or a pair of boots?" And I have always found them say, "As far as I can see, it looks very like it; I have my suspicion of it." But I could never get beyond that point. We are not allowed to mark anything.

1086. Viscount *Duncan.*] Is that the only point that you wish to draw the attention of the Committee to?—Yes, the only one.

1087. Is there any further suggestion that you wish to make to the Committee?—No.

1088. Mr. *Liddell.*] You stated that you were not allowed to make any mark. I think it has been stated in evidence that the viewer stamps his initials upon the boots?—That is on the approved boots, not the rejections; I did propose that all rejected boots should be stamped. It was indifferent to me what that mark should be, or however trifling it was, but that they should be stamped in order to prevent their being presented again. I dare say that it was very wisely considered, that if they were stamped it would injure the sale of them in the market, and prevent the contractor getting rid of them elsewhere; for however minute the mark, it would soon become known, and it would therefore vitiate the sale.

1089. Is there any mark attached to the other stores when they are passed, say a piece of cloth; does it receive any mark?—Of every piece of cloth that is capable of being stamped, we stamp every quarter of a yard; but we cannot do that with scarlet cloth, because any paint that you might put on it might affect the dye, and injure the appearance of it; all opaque cloths, such as black or blue, we mark.

1090. And the saddlery?—Yes, that is all stamped.

1091. But no rejected article is ever marked?—No.

1092. Is it your opinion that it would be a good thing as a protection to the public service, that the rejected articles should be marked?—I do think so, decidedly.

1093. Mr. *Philips.*] With regard to a supply of cloth for the army, you say you get it from a contractor; do you get some from the manufacturer, or from an intermediate man generally?—I suspect sometimes from the manufacturer, and sometimes from intermediate parties.

1094. You contract sometimes directly with the manufacturer?—Yes; but I have not a very minute knowledge of who the contractors are.

1095. *Chairman.*] In Mr. Hoile's evidence the other day, Mr. Philips asked this question: "Did you ever hear of such a case as some rejected cloth being sent in again by another contractor? We have found that out sometimes.—Having been once rejected? Yes.—And was it then passed? No; it was not then passed." That evidence of Mr. Hoile's is not quite borne out by the fact?—I found it my duty, in consequence of that evidence, to call upon Mr. Hoile to favour me with the communications in which he had reported those circumstances, and he wrote me a memorandum, stating that he never intended to convey to the Committee more than suspicions of such facts, and not that he had actually known such to have been done.

1096. He speaks in direct terms. Mr. Philips says, "Did you ever hear of such a case as some rejected cloth being sent in again by another contractor?"

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to which he replied, "We have found that out sometimes." He was then asked, "Having been once rejected?" and his answer was, "Yes"?—I have explained to the Committee the step that I took, and the answer that I received; I never did get a report of that kind. He has communicated suspicions to me as I have mentioned, but nothing tangible.

1097. Viscount *Duncan.*] When he communicated those suspicions to you, did you inquire into the fact?—Yes, and even looked at the things myself, and cross-examined him and his viewers on every occasion. I have said, "Are you positive and sure about this?" but I never could get to a point beyond this, "Well, it looks very like it," but I could get nothing to enable me to stamp the contractor with having made a fraudulent attempt.

1098. Mr. *Liddell.*] You have not got that amount of protection that you appear to think necessary against such an occurrence?—No; I think if there was some mode of stamping all rejected articles it would be an advantage.

1099. Colonel *North.*] In fact you lean more to the good of the contractor than to the public in not doing it?—Yes; the objection to it is that it spoils his market elsewhere.

1100. *Chairman.*] What are termed necessaries for the army do not come under your inspection?—Free kits for recruits will come under our inspection.

1101. Colonel *North.*] If the old soldiers required it, they could get them from your stores in the same way, could they not?—I do not think there is any arrangement to that effect, but Mr. Ramsay could answer that question better than I can.

1102. *Chairman.*] Your present system, in contracting for clothing, is to contract with different men for different articles?—Yes.

1103. If one contractor fails in the supply of an article, the whole system is deranged, is it not?—Certainly not; we should soon find another contractor.

1104. I asked you about the buttons just now, and you stated that the contractor for them failed in furnishing the supply, and that that threw you back with regard to furnishing the supply at the proper time; therefore the conclusion naturally to be drawn is, that if one contractor who is engaged in the supply of army clothing fails you, there is a derangement of the whole system?—To a certain extent. In the case of the buttons, the tunic was made up quite independently of the buttons; the buttons are fastened on by the regiments themselves.

1105. Viscount *Duncan.*] You have, occasionally, different contractors for the same article, have you not?—Yes.

1106. Mr. *Philips.*] I presume you have no difficulty in getting what you want if you pay for it?—Certainly not.

1107. Lord *Claud Hamilton.*] The shakos are under your superintendence, are they not?—Yes, they are.

1108. And you are getting a very good article at 5*s.* 6*d.*?—Yes, much better than I have ever seen before.

1109. To what do you attribute that getting them cheaper, and so good?—I know nothing of the former supply, therefore I cannot answer that question.

1110. You are highly satisfied with the tender that you got for a large number at that price?—Yes, and they are very good shakos.

1111. Have you calculated what time, with fair usage, they will last?—No.

1112. What are the regulations as to the issue?—I do not go into that.

1113. *Chairman.*] The honourable Member has asked you about the shakos; what is the difference in price between the old and the new shako?—The new costs 5*s.* 6*d.*, but I know nothing of the old contracts.

1114. Do you know why there is such a difference?—I have no knowledge of it at all.

1115. Sir *John Hanmer.*] Is saddlery liable to ferment?—I think that it would mildew decidedly, if kept in a damp place, and not properly taken care of; all leather will perish, if not properly taken care of.

1116. How long will it last?—I think, in an improper store, a very short time, and in a good one it might last a very long time, with proper care.

1117. Lord *Claud Hamilton.*] Do you remove the saddles from time to time?—Yes; the pannelling is taken out and beaten, to get rid of any symptoms of moth, and the saddles are kept clean and dusted; whether we can improve our system I hardly know; it is only just come into practice now.

George Dalhousie Ramsay, Esq., called in; and further Examined.

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1118. *Chairman.*] ARE you prepared to hand in the returns which you promised to furnish to the Committee on your former examination?—I have a copy of the new clothing warrant (*delivering in the same*). I have also a return stating the difference in price and quality of the present supply to the army, in comparison with the old supply, with respect to the cap, coat, trousers and boots (*delivering in the same*).

1119. Have you a return of the relative cost of the clothing of the French army and the English army, which you stated had not been quite completed?—I have not got it quite completed yet; but I will give it in in a day or two. I beg to hand in now a list of the regimental necessaries. This is the warrant which abolishes the bounty, and gives a fixed bounty and a free kit (*delivering in the same*).

1120. Does it enumerate them all?—Yes. I have also a return as to the expenses of the Government establishment with respect to the clothing of the army, which I will hand in (*delivering in the same*).

1121. Lord *Claud Hamilton.*] Does that embrace the whole of the expenses, including the payment to the colonels, and the establishment charges?—Yes, the whole; I have also a return showing the saving of 14,000 *l.* in the artillery clothing (*delivering in the same*). I have also a return showing that if the old system had continued, you would have had to give the colonel upwards of 350 *l.* a year more for each regiment, in the shape of increased off-reckonings (*delivering in the same*). I have also prepared a return showing the difference in the value of the articles formerly supplied by the colonels, namely, the coatee, the trousers, the shako and boots, and those now furnished by the Store Department (*delivering in the same*). I have some returns which I should like to put in with regard to the Weedon establishment. I have the first warrant establishing the Board of General Officers, and Mr. Sidney Herbert's warrant, which authorised clothing to be supplied by the public, and Lord Panmure's warrant abolishing the Board of General Officers (*delivering in the same*). These are some returns which were asked for verbally, a list of the contracts, and the prices at which these contracts were made (*delivering in the same*). I have also the specifications for different articles of clothing, which I thought the Committee would like to see (*delivering in the same*). These are new specifications.

1122. *Chairman.*] Are they in conformity with your new warrant of the 1st February 1857?—Yes.

1123. Lord *Claud Hamilton.*] Do you remember that last year there was a discussion about certain Land Transport trousers, and you stated that you would give in Colonel MacMurdo's report upon them; can you do so now?—Those trousers were, I believe, never taken into wear.

1124. Will you give the Committee the report upon that?—I will.

1125. Viscount *Duncan.*] Have you any other returns which you wish to give in?—There is one return which I was asked for during the last Committee, which was a list of the prices paid for the clothing during the years 1844 and 1845. Colonel Dunne asked for it; I have it here, and will hand it in if the Committee think proper (*delivering in the same*). I was also asked by the Committee for a set of all the patterns used now at Weedon; I beg to hand in a set. (*The same were delivered in.*)

1126. The Adjutant-general has stated to the Committee that a complaint with respect to the clothing has been received from a regiment at Malta?—Yes.

1127. Can you state what steps have been taken by the War Office on receipt of that complaint, or what is the general practice of the department in similar cases?—The regiment that complained of its clothing was the 71st regiment, and when the commanding officer complained, Lord Panmure desired that letters should be written to all the commanding officers of regiments who had received the same materials as the 71st, and the answers of those regiments have been received, all concurring that the material was very good. The complaint from the 71st regiment has been sent to the Commander-in-Chief, with the answers of all the commanding officers of regiments, with a request that a Board may be assembled at Malta, consisting of the commanding officers of the regiments in garrison, to report upon the whole state of that clothing, and if they state that the clothing is bad, it will all be replaced; this is the course which will be pursued in all similar cases.

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1128. The Adjutant-general has stated, that under the old system, the soldier had an appeal to a Board of General Officers, but under the present system, the soldier can only appeal to the suppliers of the clothing; do you think that the soldiers' interests were better protected under the old system than under the new system?—Under the old system the soldier generally had an appeal to a Board of General Officers, but the Board of General Officers consisted of colonels of regiments, who were themselves the suppliers of clothing; therefore the soldier is equally well protected if he has an appeal to the Secretary of State for War, who is the supplier of the clothing.

1129. *Chairman.*] He had always an appeal to the Commander-in-Chief, had he not?—Certainly.

1130. Now the appeal goes to the Minister for War?—Yes.

1131. Viscount *Duncan.*] Therefore the soldier, under the new system, is as favourably treated as under the old one?—Certainly.

1132. Mr. *Philips.*] Has the private soldier a court of appeal to go to?—No; but at the annual inspection by the General, any soldier may step out of the ranks and complain of his clothing.

Veneris, 12° *die Junii*, 1857.

MEMBERS PRESENT.

Colonel Boldero.	Sir Charles Napier.
Viscount Duncan.	Colonel North.
Lord Claud Hamilton.	Mr. Westhead.
Sir John Hanmer.	Mr. Baring.
Mr. Liddell.	

COLONEL BOLDERO, IN THE CHAIR.

Captain James Crawford Caffin, C. B., R. N., called in; and Examined.

Captain *J. C. Caffin*, C.B., R. N.

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1133. *Chairman.*] YOU are the Director of Stores, I believe?—Director of Stores and Clothing.

1134. How long have you held that appointment?—Since the late Order of Council, dated the 21st of February of this year.

1135. Sir Thomas Hastings was storekeeper to the Ordnance?—Yes.

1136. Were his duties analogous to yours?—I should think so, but I am not aware what his duties were, but I imagine they were somewhat the same as mine.

1137. Viscount *Duncan.*] You cannot speak positively on that point?—No, I cannot.

1138. *Chairman.*] You cannot say whether your duties are similar, are more extensive, or more contracted than those of the storekeeper of the Ordnance?—No, I cannot.

1139. Will you define your duties?—My duties are comprised in the Order of Council; they are the custody, receipt, and issue of stores.

1140. Sir *Charles Napier.*] Of all descriptions of stores?—All descriptions of stores.

1141. *Chairman.*] Do your duties include the inspection of stores?—And the inspection of stores.

1142. What exceptions are there to your duties with regard to the military supply?—No exceptions.

1143. Do the muskets come under you?—Yes, as stores, not the inspection of muskets, but the store; the receipt and issue of muskets come under me.

1144. Does heavy ordnance come under you?—Heavy Ordnance comes under me; every store except the commissariat and the medical stores.

1145. What are your duties with regard to the transit of supplies?—To see that they are supplied in time according to the requirements of the service, and that there is no delay in issuing them, or in forwarding them to their destination.

1146. When you send cloth from Weedon to be made up do you pay the carriage?—No, that is included by the contractor in his contract.

1147. Virtually,

1147. Virtually, the Government pay that?—Virtually, the Government pay it.

1148. Viscount *Duncan.*] Do you deliver the clothing under the new system?—The clothing is delivered for every regiment from Mark-lane, under the new system.

1149. Sir *Charles Napier.*] Has not that been done lately?—It is lately.

1150. Since when?—Some time previous to my coming into office.

1151. Is it since this Committee began to sit?—I am not aware.

1152. (To Mr. *Ramsay.*) Has the clothing been sent from Mark-lane subsequently to the first sitting of this Committee?—The clothing has been sent from Mark-lane for the last six months; it is, certainly, since I gave my evidence last year that it has been sent to Mark-lane.

1153. (To Mr. *Ramsay*). The clothing has been despatched to the regiments from Mark-lane since you gave your evidence last year?—Yes.

1154. Colonel *North* (to Captain *Caffin*).] Are not all stores, whether they are in Mark-lane, Weedon, and everywhere, wherever there are Government stores under your direction?—Yes.

1155. Viscount *Duncan.*] Would any complaints about the period of the delivery of the clothes come to you?—They would.

1156. Has any complaint been made to you with regard to the period of the delivery of clothes?—None, with the exception of the Malta case of the 71st Regiment.

1157. Colonel *North.*] Are the stores at Woolwich under your direction?—The stores at Woolwich are under my direction.

1158. Sir *Charles Napier.*] Have you stores at Mark-lane?—No; it is a temporary arrangement, the clothing establishment having been a short time in operation; the Government store-house at Weedon was adopted for the clothing establishment pending further arrangement. Land has been purchased on the banks of the Thames, with a view of building a clothing establishment there; and I believe the consolidation of the two departments, the Tower and the Clothing Establishment, in this one new establishment near Deptford Dockyard, is under consideration.

1159. Is the clothing examined now at Mark-lane?—Yes, by viewers.

1160. Are they the Weedon inspectors?—Yes.

1161. Are the Weedon inspectors obliged to go from Weedon to Mark-lane and examine the clothing?—No; they are permanently attached to Hayter and Howells. A portion of Hayter and Howells' establishment at London is set apart for it, and all the made-up clothing received from the contracting tailor is sent to Mark-lane, where it is inspected by the viewers, and then packed and sent off to the regiments.

1162. Is the chief inspector ever there?—He has his viewers, and it is now put under the inspection of the superintendent inspector at the Tower; the superintendent of Weedon visits the establishment in London once a week, and he receives daily reports of the amount of clothing received.

1163. That is Mr. Elliot?—That is Mr. Elliot.

1164. He does not inspect it himself; he just pays a visit, and asks what questions he thinks proper?—Yes, and sees the clothing; but I may say the Mark-lane establishment is now under the inspection of the superintendent of inspectors at the Tower.

1165. *Chairman.*] That is merely as a temporary arrangement?—Merely a temporary arrangement, pending the completion of our establishment.

1166. Are you aware that Weedon was built expressly as a grand depôt for military stores?—I was not aware of that.

1167. Are not the buildings in large blocks, two and three stories high?—Yes; the stores are underneath, and the barracks above; the upper rooms are barrack-rooms, and the lower ones stores.

1168. Are not the blocks of houses well constructed, and well ventilated?—I should say perfectly; they are beautiful storehouses.

1169. Is not there a canal running out of the Birmingham and London Canal to the two blocks of storehouses, running between them?—Yes, running between them.

1170. Is not there a railway between London and Birmingham running also near them?—Yes.

1171. So that you have every facility for the receipt and issue of stores?—Yes.

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1172. So that goods can be transferred to London, by the river, with great facility?—Yes.

1173. Are not gunstocks kept there?—No.

1174. What quantity of those buildings are occupied by troops?—None of the buildings; the upper building is the hospital: there is a small detachment of troops there now, occupying the upper building.

1175. All the storehouses by the canal are occupied by the clothing?—Yes.

1176. Are the magazines occupied?—The magazines are full of powder.

1177. There is a military prison, is there not?—Yes.

1178. Are there not large portions of these buildings which are being turned away from their original purpose, assuming that they were originally constructed for a great depôt of military stores in the interior of the kingdom?—I would rather not express an opinion upon that.

1179. Viscount *Duncan.*] That is not in your department?—That is not in my department.

1180. *Chairman.*] Have you been at Weedon?—Yes; I was asked to go over the military prison.

1181. I believe a portion of the storehouses is occupied as a military prison?—I believe so, but I am not able to speak positively, not having been over it.

1182. Can you state what quantity of the storehouses have been converted to other purposes than those they were originally intended for?—The only portion of the storehouses that are appropriated to the clothing department are the officers' quarters, and the storehouses, with a canal running between them; that part appropriated to the hospital and the military prison we have nothing whatever to do with.

1183. They are at the top of the hill?—Yes; and I may say also, that the powder magazines are in my charge.

1184. The buildings on the top of the hill are officers quarters, and quarters for the men, who will always be there as a guard and protection to the property within?—Yes, I presume so.

1185. Are the powder magazines in close proximity to the other storehouses?—Not close; there are traverses between the magazines, and it is an enclosed space, and they are 300 or 400 yards from the rest of the buildings.

1186. In case of an explosion taking place, would it affect the rest of the store?—I presume with the enormous amount of powder there, if an explosion took place, it would be ruinous to all around, even the houses on the top of the hill.

1187. Viscount *Duncan.*] I suppose great precautions are taken?—Yes, just as with the other magazines.

1188. *Chairman.*] Are not there several small magazines?—Yes; we have just built two additional magazines; there are six magazines, with traverses between them.

1189. Have they not all traverses between them?—Yes.

1190. May we not presume that the engineers who built those two magazines would not have built them if they thought that there was danger?—I think so.

1191. Colonel *North.*] Are not considerable portions of the rooms that were used as magazines, now used as stores?—No.

1192. Mr. *Liddell.*] Do you know whether it was customary formerly in the establishment of new storehouses, to keep the storehouses in such close proximity to the powder magazines; were not the powder magazines generally separate establishments altogether?—In some cases we have them entirely separate; I said 200 or 300 yards, but they may be very much more; the engineer is the best judge, and he will give every information upon that subject.

1193. *Chairman.*] Is the powder under your charge also?—The powder is under my charge.

1194. Colonel *North.*] Is all the powder in the kingdom under your charge too?—Yes, and also the gunpowder in the colonies and elsewhere.

1195. *Chairman.*] Are not there other Government powder magazines besides Weedon?—We have some at Purfleet, Upnor Castle, Marchwood, Priddy's Hard, Portsmouth, Bull Point, Devonport, and elsewhere.

1196. Lord *Claud Hamilton.*] In those cases that you have named, has not it been usually the practice to have the magazines as much as possible detached from other buildings?—Yes.

1197. Is

1197. Is not it usual to avoid having other buildings containing combustible materials within the immediate vicinity?—Yes, that is generally the practice adopted.

1198. You said that if the magazine blew up, it would destroy all the adjoining buildings; supposing the store was on fire, would it not be probable that it might communicate with the powder magazines?—No; the powder magazines are made perfectly fire-proof; and I do not think that any apprehension need be entertained with reference to that. If any of those buildings were to take fire, the magazines themselves are sufficiently apart from them to be secure from any such accident.

1199. *Chairman.*] At present you say the magazines are all full of powder?—Yes.

1200. Supposing the powder magazine were taken away, could not you occupy the space where the powder is now by other stores?—Clearly.

1201. Viscount *Duncan.*] Are those buildings well adapted for the reception of stores?—Yes; but a building for powder is a much more expensive building than those for ordinary stores.

1202. *Chairman.*] Then you have other buildings in existence which, if the powder was taken out them, you would be able to appropriate for some purpose?—They would be well adapted for use for stores.

1203. Viscount *Duncan.*] Under those circumstances, would not other magazines require to be built, which would be an ultimate expensive operation?—Yes; it costs as much as 2 *l.* a barrel to build a magazine, so that for 100 barrels it would cost 200 *l.*; and 2,000 *l.* for 1,000 barrels.

1204. *Chairman.*] By the new regulations, all the clothing for Her Majesty's troops is to come to all the troops on the 1st of April?—Yes; they are sent to them according to the regulations laid down in the Queen's warrant.

1205. Sir *Charles Napier.*] So that all the clothing should come into use on the 1st of April, throughout all the world?—Yes, if the requisitions of all the troops come in in time.

1206. *Chairman.*] Can you inform the Committee how many regiments were enabled to put on their new clothes on the 1st of April?—I do not know.

1207. Were not nearly all the supplies sent out too late for the purpose?—I can hardly give the Committee that information, as I only came into office on the 1st of February. Mr. Ramsay could give you that.

1208. Colonel *North.*] You say you have had no complaints?—I have had no complaint, with the exception of that one from Malta, and that was not with regard to time, but with regard to the quality; and I may state, that upon the receipt of the complaint from the colonel of that regiment, the Secretary of State desired that all the other regiments having received clothing made of the same cloth, should be written to, and the answers have been highly satisfactory, both as to the material and the make. This report has been sent to the Commander-in-Chief, requesting that he would order a Board of Officers to assemble at Malta, of which the War Department Storekeeper was to be one, to represent the War Department, and the result of that inquiry is to be made known to the Secretary of State; so that we are now waiting this report.

1209. Sir *Charles Napier.*] Was the clothing of the regiment damaged?—Certainly not; it was not in reference to damage, that could have occurred in the passage.

1210. Viscount *Duncan.*] Was it in reference to the quality?—The quality and the shrinkage; it was said that the cloth had shrunk when it was dipped in water.

1211. Colonel *North.*] Is that clothing made of the cloth that was brought before you?—Yes, the same cloth.

1212. Sir *Charles Napier.*] Do you know the name of the contractor who furnished the cloth to that regiment?—I can ascertain it.

1213. Lord *Claud Hamilton.*] Had not that clothing gone through the process of viewers and inspectors?—Clearly; every piece of cloth that goes through the establishment at Weedon, is passed by the viewers and inspectors.

1214. Can you also give the names of the inspector and viewer who passed it, as well as the name of the contractor who made it?—Yes.

1215. Colonel *North.*] I think you said that by the order of the Secretary at War the colonels were written to, whose regiments had had clothes from the same cloth as the 71st?—Yes.

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1216. Did they speak favourably of it?—Yes, they all reported most favourably; of course their reports differ to a certain extent, but they are all highly favourable.

1217. Lord *Claud Hamilton.*] That complaint of the shrinkage of cloth was not due to the contractors who made it up, because the cloth was supplied to them?—Clearly it was.

1218. Viscount *Duncan.*] Is not the inquiry now pending with respect to that complaint?—Yes, it has been referred to the Commanding Officer of the forces at Malta, to institute an inquiry, and to assemble the Board of Officers, of which the military storekeeper was to be one, who is to represent the War Department in the investigation; that report will be sent home to the Secretary of State for War, and the Commander-in-Chief also in duplicate.

1219. *Chairman.*] Is that inspection going on now?—The orders have been sent from the Horse Guards; the Secretary of State requested that the Commander-in-Chief would order them to assemble.

1220. Has the colonel of the regiment sent the clothing back to England?—No; he wrote, making a complaint to me.

1221. Are the men wearing their old clothing now, and will they continue to do so for some time?—No; I presume they are wearing the clothing which was supplied to them.

1222. Colonel *North.*] Did the colonel of that regiment state what opportunities he had had of judging of the shrinkage?—Yes.

1223. Did he say the regiment had been exposed to very heavy rains?—No; I think he tested it by having it put in water.

1224. *Chairman.*] When do you expect the report of that Board?—I cannot say when it will be received; it would take a fortnight to go out, and a fortnight to come back; I should think in a month or six weeks it might be sent.

1225. We have the following evidence, Q. 737: "I understood you to say that those complaints of the non-arrival of the clothing in your experience had been more frequent under the new system than under the old?" Sir George Wetherall's answer is: "For the short time that I have been able to judge of the matter, certainly I must repeat what I stated before, that under the old system I remember no causes of complaint for non-delivery of clothing at the proper period, unless it had been caused by accidents at sea, or fire, or some circumstances over which the contractor had no control." He then goes on to say: "But up to the first or second of June, several regiments have not yet got their clothing to wear." Now, I ask you, what has been the cause of that delay?—I cannot assign any reason. Of course, the Committee are aware that this being the first year of the introduction of this new system, many delays may have occurred which will not occur when the new system gets into more perfect order; but I myself personally am not aware of any delay, nor of any complaint having been made.

1226. Viscount *Duncan.*] Was not this report sent to the head of the department?—Such a report would be referred by Mr. Ramsay to me, if there were any such complaints; but he would answer the question better than I can. I think that further on in his evidence Sir George Wetherall reduced it to one; he spoke of it again, and I think he reduced it to one complaint.

1227. Up to the 1st or 2d July it is quite clear that several regiments had not got their clothing in wear; I ask what is the cause of that delay?—I can assign no cause beyond that above stated, if it has occurred.

1228. Was not the system changed in 1854 by an Order in Council?—Yes.

1229. You had therefore 1854, 1855, and 1856 to get your cloth and your clothing ready for the use of the troops in England, and in the Colonies, by the 1st of April 1857, and the time has not been kept; is not that so?—Mr. Ramsay will be able to tell you better than I can what took place in each of those years with reference to the arrangements which it was necessary to make, and if the Committee will refer to him, I dare say he will explain everything.

1230. Viscount *Duncan.*] You were not in office then?—I was not in office. I only came into office in February. I cannot speak to what took place previous to my coming into office. If the Committee are desirous, a return can be furnished, showing when the clothing for each regiment was sent from England.

1231. Could you extend that return to the date at which the clothing was received by the regiment in the year 1855?—Yes; and I have no doubt we could

could get it previous to 1854, and show what complaints were made under the old system, and compare the old system with the new

1232. Lord *Claud Hamilton.*] Has the fact stated by Sir George Wetherall that several regiments did not get their clothing in the right time been officially reported to you?—I think not; I do not remember any case, beyond the Malta case, being referred to me.

1233. The goods are sent by the contractor himself to Weedon?—Not the clothing; he sends the clothing to Mark-lane.

1234. And from these you undertake the whole issue to the colonies and to home stations?—Yes.

1235. In the case of the goods being damaged in their transit, who would be responsible?—The Government, I presume, unless it could be brought home to the packers, or the vessel. If there was any neglect in the conveyance, that would be a matter of investigation.

1236. You could not go back to the contractor?—Certainly not.

1237. Mr. *Liddell.*] If you had consignments of ready-made clothing sent out to distant places, would they be insured?—Government never insures.

1238. *Chairman.*] Are not barrack supplies under your charge?—Yes.

1239. Is there any distinction now made between what were formerly called ordnance stores and barrack stores?—Yes; the distinction still exists.

1240. What is that distinction?—The barrack stores are such stores as are supplied to troops in the barracks, consisting of beds, blankets, chairs, and other utensils, brooms, brushes, and so forth.

1241. Is it not the fact that the barrack-masters at the different stations have stores of all those articles, and issue them as they are wanted to the regiments under their charge?—Yes.

1242. The necessaries supplied to the soldiers are not issued from the stores or depôts as formerly?—In the first instance they are supplied from our stores.

1243. Do you furnish any of the depôts with stores of necessaries to be issued to the soldiers, if they want to purchase them at the Government price?—No. Such an arrangement is under contemplation.

1244. What arrangement has been made for keeping up the supplies in the different storehouses of barrack stores?—The storekeeper in charge of the stores sends up an account of what he requires, and what the Secretary of State for War may consider necessary is furnished to them.

1245. Have you instructions to guide you as to the quantity of stores to be kept up?—Yes, we know the issue of former years; we take the average issue of two years as our guide.

1246. Are you able to complete those supplies, as the system has been lately changed?—No; I do not apprehend that it is the intention of the Secretary of State to keep any supply of ready-made clothing. It may be necessary to keep a supply of cloth on hand to meet any emergency.

1247. At present you have not been able to do so?—No. We are getting a supply of cloth, but not to any very great extent.

1248. Do you know the amount and the value of the stores that you have?—That rests with the Accountant-general. I have nothing to do with the value.

1249. From the facilities we have now, both by sea and land, for the more rapid transit of stores, will it be necessary to keep up so large a store of cloth and other stores as we did formerly?—Not only these, but our means of production are greater than they were formerly; the Secretary of State will determine the amount of stores to be kept up in our grand depôts, and the responsibility of that will rest with him.

1250. This question is not quite decided at present?—No.

1251. Sir *Charles Napier.*] Do you ever survey your stores?—Every five years we take a remain. We have a survey perhaps oftener.

1252. Could you give, if called upon at the present moment, a list of all your stores in store?—I could.

1253. You have means of getting it?—Yes, we have. Our store ledgers are sent in by the keepers every year, and are balanced; and the store account on paper ought to be perfectly correct; of course, when the "remains" are taken, these quantities are corrected.

1254. Do you generally find that the quantity on paper and the quantity actually in store agree?—I have been so short a time in office that I can hardly answer that question; but the storekeeper furnishes securities, and if his store

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does not agree with his store account, he would be mulcted to that amount, and be made responsible for the payment.

1255. I asked whether the quantity of stores on paper and the quantity of stores which are found in the storehouses have generally agreed?—I should say so, certainly.

1256. Do you know it as a fact?—I do not know it as a fact.

1257. Will you ascertain it?—I will ascertain it.

1258. What security do you give?—I give none. I have no charge of the stores. I have the general charge of the storekeepers, who have the individual charge of the stores; but I myself have no charge of stores.

1259. Then there is a storekeeper at each station?—There is a storekeeper at each station.

1260. They individually have the charge of the stores?—They individually have the charge of the stores.

1261. There is no such thing as a general storekeeper?—No.

1262. Suppose you were to call upon the storekeeper at Portsmouth to send you a return of the goods actually in store, could he do it?—Yes; he keeps the store-ledger corrected up with every issue, and receipt which takes place from day to day, and he could do it. I have frequently to send to the different storekeepers to know the amount of stores. I have it up to the beginning of the year from the store-ledger; but I may want to know it up to the day, and I send to the storekeeper to give me the actual amount that he has at present.

1263. Supposing you desired the storekeeper at any of those ports to examine whether the stores were actually agreeable to the store upon the paper, how long would he take to do it?—At the Tower we have taken no remain since the war; and now everything having settled pretty well down into its place, a remain is to be taken. It will occupy four months; and 16 clerks will be employed from morning till night.

1264. At Portsmouth how long would it take?—Half that time, I suppose, with the same force.

1265. Colonel *North*.] That being once done, could you, in a short time, get the amount of stores at any place?—I could; we then have not only the amount on paper, but the actual amount, and we start afresh, the storekeeper accounting for any discrepancies.

1266. Sir *Charles Napier*.] Have you anything to do with the ropes that are supplied to the ships, or are they supplied by the dockyard?—I think they are supplied by the dockyards; but I am not quite sure upon that point.

1267. Was not that taken out of the hands of your officers, and put into the hands of the dockyard?—I am not quite clear upon that.

1268. Mr. *Liddell*.] Is not it in contemplation always to have a year's supply of clothing in store?—I have heard so; but I do not know whether it is likely to come to anything.

1269. If that be so, we have it in evidence that it is necessary to have another store-room to carry out that arrangement; is not that so?—The store at Weedon is very full.

1270. Do you think that it would require a very considerably enlarged establishment for that arrangement to be carried out?—I do not know whether it would require any increased establishment; but it would increase our responsibilities and our risks. If we could possibly do without the store, it would be preferable not to have it. If we could make the arrangements so perfect as to meet all the requirements of the army, from hand to mouth as it were, it would be infinitely better than having a store on hand.

1271. Would you give it as your professional opinion that it would be unadvisable to have a year's reserve of clothing?—I think so, as to clothing; not as to cloth.

1272. Have you any means at the present moment at your disposal at Weedon for keeping a year's supply of cloth?—No; I should say not; the storehouses at Weedon would not be sufficient.

1273. Has the Government land sufficient to make the necessary additions?—Yes, there is a large area of land there which might be applicable for building any amount of storehouses.

1274. Then you could extend your store room to almost any extent you chose?—Yes; and we could even build more stories if it were necessary upon the present buildings.

1275. Sir

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1275. Sir *Charles Napier.*] What supply of powder, shells, and shot, and things of that description, do you keep in hand for the navy?—A year and a half or two years' supply.

1276. Do you keep that for every ship fit to go to sea in the navy; suppose a war was to take place to-morrow, and a large fleet was commissioned for service, what quantity of stores do you keep ready for service?—The arrangement is this; there are certain ships classified by the Admiralty. There is the first-class steam reserve; the second-class steam reserve; and the advance ships, which classes would comprise nearly the whole of the ships at the different ports. The stores belonging to the first-class steamer reserve are required to be all on board the respective ships, with the exception of perishable stores; those are kept in store and ready to be put on board at a moment's notice; the powder is made up, and the shot and shell always ready. In the second-class steam reserve all the guns and stores are to be ready, but not embarked. With reference to the advance ships, the stores belonging to these are available as a general issue, and made good as soon as the issue shall take place.

1277. Who takes care of the stores when they are on board ship?—The captain of the steam reserve.

1278. Who takes charge of those stores in each ship?—I suppose the warrant officer; that is an Admiralty question which I cannot answer.

1279. Mr. *Westhead.*] You have said that remains are taken every five years?—Yes.

1280. And you have said that it requires three or four months to take the remain at the Tower?—Yes.

1281. We are speaking now mainly of Weedon. How long would it take to verify the ledger, by a comparison with the articles, at Weedon?—I could not answer that question; it would depend upon the amount of cloth there, and upon the number of people employed; it is just a question of time and labour; I should say, that at Weedon it would take a very short time, as all the goods are bale goods.

1282. Viscount *Duncan.*] Would there be a sort of tally on purpose, or a gross bill?—The bale goods would be examined by opening one or more, and counting the contents.

1283. Lord *Claud Hamilton.*] Did I rightly understand you to say that you were director of all stores, both at home and abroad?—Yes.

1284. Does this process of taking a remain every five years obtain throughout the service?—Every where, as a general rule.

1285. What staff have you that you can put in action to accomplish this?—The storekeeper, and his clerks.

1286. If you wished to test the accuracy of the documentary returns of the storekeeper in Canada, how would you proceed?—The process is this: the storekeeper appoints a certain number of clerks, and a certain number of clerks are appointed from some of the other departments of Government; these are appointed on my behalf. These gentlemen go in pairs, one representing the storekeeper and the other representing me, and they take the different stores, or different rooms, and inspect and count every article in the room; the one tallying for the storekeeper, and the other tallying for me.

1287. Are those returns sent home to you?—Yes; they are then compared with the store-ledgers in the office, inquiries are made as to discrepancies, and answers received, until the whole matter is cleared up; and if it happens that the discrepancy cannot be cleared up, it would be brought to the notice of the Secretary of State.

1288. Would you report it at once if there was any discrepancy?—Yes, after proceeding as stated.

1289. When you have done that, would the action cease on your part?—Yes.

1290. Your duty would be concluded?—Yes.

1291. Do you know if those discrepancies often occur?—We not only take stock with reference to the storekeeper, but we keep accounts with other officers also; for instance, with captains of the navy for equipments and expenditure of the Ordnance stores; and before they receive their half-pay, their accounts are checked and signed; and the same course is pursued with military officers. Discrepancies frequently occur in those cases; and whenever that does happen, explanations have to be made to clear the matter up; and if they cannot be satisfactorily explained, the question would be referred to the Secretary of State for War.

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1292. In all cases are securities taken to meet the average of those discrepancies?—In the case of civil servants, not in the case of military officers.

1293. *Chairman.*] In the recent Order in Council, it is said that "Every recruit shall receive his whole bounty in cash," and that "the articles to be supplied to every soldier who enters the army are contained in the enclosed statement." In the Royal Artillery there are 30 articles, and taking the whole army, the number of articles amounts to several hundreds. Have you now to supply all these articles to the recruits on joining?—Yes.

1294. Does not that involve a great amount of trouble and expense?—Yes.

1295. Have you patterns for each of these articles?—Yes.

1296. Do you send down patterns to each of the regiments whenever they have contracts?—I presume that a sealed pattern is sent for each of the articles; but I am not aware.

1297. Viscount *Duncan.*] Is that in your department?—Yes; but it is more especially under Mr. Elliot at Weedon, who could give a better account of it than I can.

1298. *Chairman.*] Is not the value of a great many of those articles not above 2 *d.* or 3 *d.*; but would they not, nevertheless, entail upon you as much trouble as if they were more valuable. Suppose, for example, that there were 10 recruits joining the army, and those 10 recruits had to be supplied with brushes, would it not entail upon you a complicated and troublesome correspondence?—It would; but I think it is necessary for the protection of the soldier's interests; for instance, we take the greatest possible pains that the soldier shall have the best description of brush that can be given to him. If the system is to be worked to any extent, you must go the whole length.

1299. Although as you have said it entails upon you yourself a very extensive correspondence which did not belong to the Ordnance previously?—Clearly; I am not speaking from personal knowledge of the Ordnance; but as far as necessaries and stores of that kind went, they had nothing to do with it.

1300. Colonel *North.*] Were no necessaries supplied by the Government in former times?—None.

1301. *Chairman.*] In order for the regiments to be supplied with necessaries, patterns are sealed and sent to the various regiments, all of which entails a large amount of trouble upon yourself; do you think that the soldiers would be gainers by that?—My opinion is in favour of the present system. I have been through it all, and I think that if the Committee would go through the various establishments and see the working of it, they would be satisfied that the present system is one which does secure the soldier's interest.

1302. Do you think that the present system is one that would secure the soldier's interest better than the old system?—Decidedly so; I cannot see any doubt about it. There is no personal interest now; formerly there was a personal interest involved.

1303. What personal interest do you refer to?—I refer particularly to the off-reckonings. The colonel gave the best thing he could for the money; but of course he could not give a more expensive article, if it infringed upon what he considered to be the fair receipts that he was entitled to. But now our only object is to get the best article we can for the soldier.

1304. Colonel *North.*] In former days the Ordnance had nothing whatever to do with the necessaries. Now you give to the recruits all the smaller articles which were furnished by the quartermaster's store to the regiment?—Yes. With reference to brushes, and other articles, it would perhaps be more economical if we were to take the ordinary trade supplies, because what we rejected would go back into the trade, and would not have the stamp or the character of Government stores. But owing to the rough usage that all those articles are put to in the hands of the soldier, our object is to supply the strongest and best article that can possibly be supplied.

1305. Is not the present system better than the old system for this reason, that the quartermasters were liable not to go to the best shops for the supply of the articles they required?—Without desiring to cast any reflection, I can easily see that a system of that kind is open to great objection.

1306. *Chairman.*] Although you have all those articles that are called necessaries in store, is it not the fact that you only supply the recruit with them when he joins the army, and that you do not send down a store of these articles to be issued from time to time?—We do not do that at present; but that is in contemplation.

contemplation. I think the soldier's interest would be better protected if that were done.

1307. Sir *Charles Napier.*] Have you reason to think that the soldiers are better satisfied than they were in former days?—I could not venture to form an opinion upon that point.

1308. Have you ever asked that question?—I have never inquired.

1309. Lord *Claud Hamilton.*] Do not you think that it was a bad system which led the recruit to believe that the bounty was going into his hands, whereas he was obliged to pay for necessaries out of it?—Yes.

1310. Therefore the system is greatly amended?—Yes.

1311. *Chairman.*] Supposing a pattern of a cap, or clothing, or any other article to be changed, do not the old goods become obsolete?—The system throughout the supplies, with reference to all stores (and I presume that it is the same with reference to clothing) is, that the old stores are to be absorbed before the new are introduced.

1312. Is that always the case?—I presume that the Government has so decided, and it would be unreasonable that an exchange should take place in any other way.

1313. At all events would not the loss now fall upon the Government, whereas under the old system it fell upon the contracting tailor?—I cannot see the least difference there.

1314. Would not the loss have fallen upon him in case the pattern of the cloth was altered?—I presume that the clothing issued to the soldier would be worn out before he was supplied with a new suit, and that no change would take place till the clothing was, in fact, consumed, and the new clothing was actually wanted.

1315. If it did take place before the old clothing was consumed, would not the loss fall upon the contracting clothier?—I could not imagine that that case could occur.

1316. With reference to saddlery, is not that an article of which you have a great deal now in England?—I believe there are 1,500 or 2,000 imperfect sets.

1317. Is not there a great alteration going on in respect to saddlery?—Yes; these sets have been returned principally on account of the reduction that has taken place in the cavalry regiments.

1318. Are not you engaged in altering a considerable quantity of saddlery at Weedon?—Yes; an alteration of experimental saddles to the present pattern; but we do not make saddles at Weedon, nor do we alter them there. I think that Mr. Ramsay could give the Committee a better answer to that question than I could.

1319. Colonel *North.*] Were those imperfect sets of saddlery which you have mentioned received imperfect from the regiments?—It may be so, as some portion may have been condemned. All stores, when they are returned, are surveyed, and they are divided into serviceable, unserviceable, and repairable; the unserviceable ones would be got rid of, and the repairable ones would be sent to be repaired.

1320. Could not those 2,000 sets be very easily completed?—Yes; but that may not be considered necessary, because the wear of these articles differ as to time; some portion of them last five years, and other portions last 20 years.

1321. Lord *Claud Hamilton.*] In Mr. Elliot's evidence, he stated that it had not been the practice to re-examine stores when they were issued for foreign service; is that still the case?—It is the case.

1322. When stores are taken out to go on foreign service, are they re-examined to see if they are in a good state of preservation?—Not to the same extent as they are when received; of course the storekeeper would see that the stores were in a proper state for service.

1323. Viscount *Duncan.*] Would the storekeeper be responsible for their being issued in a proper state?—Certainly; but they do not undergo that inspection and viewing which they did upon receipt.

1324. Lord *Claud Hamilton.*] Do not you think that it would be well to have such an inspection, especially for perishable articles?—I think it would; but during the war the stores could not possibly have undergone this examination; I have no doubt when we settle down, the system will be, that stores which have been some time in store, will be re-examined upon being issued.

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1325. Viscount *Duncan.*] Could you suggest any other improvements in the system at present pursued with respect to your department?—No, it does not occur to me at this moment that I could.

1326. Have you any suggestion that you wish to make to the Committee?—Upon looking over the evidence, I have seen that on several occasions, the Committee have spoken about the advantage that would accrue to the service by supplying stores in the localities, instead of sending them from head-quarters as we do at present. Many of the Members of the Committee have thought that a great many stores might be purchased on the spot.

1327. Colonel *North.*] With regard to a port like Dublin, where you always have a large body of soldiers assembled, why should you send over even small necessaries, such as brushes and sponges, and so on, from England?—The practice of purchasing stores by barrackmasters, and by other officers in the country stations is open to many objections; but I may say with regard to Dublin the storekeeper never sends a requirement for Dublin without sending with it a statement of the price at which he could obtain the article on the spot; and then the question is considered at the War Office, whether it would be desirable to purchase stores on the spot or not; that is a question for the director of contracts to determine. Now there was a case that occurred the other day as to some wood, which was wanted for the Curragh (a very small amount), and it was sent from Woolwich. I wrote to the storekeeper at Dublin to inquire the cost of wood at Dublin, such as that which had been delivered to him, and I also wrote to the storekeeper at Woolwich who had supplied the wood, to know the cost of the wood, and the cost of transit to Dublin. The answer to these two inquiries was this, that the cost of wood in Dublin was five guineas, and the cost at Woolwich was 4 *l.* 10 *s.*, and 10 *s.* for transit, if sent by a merchant vessel; but the war department steamer took it in the ordinary current work of the department, so that we supplied that small amount of wood for 4 *l.* 10 *s.* instead of five guineas.

1328. Lord *Claud Hamilton.*] You stated that the storekeeper sent you over a statement of the prices at which he could obtain the articles at Dublin; does he obtain those prices by public tender?—Not unless he is desired to do so.

1329. How could he ascertain what those articles could be obtained for if they were not thrown open to public tender?—By his general knowledge of the prices of the articles, and by inquiry.

1330. You have mentioned the article of wood; it is well known that there is not much wood in Ireland; does that remark apply to such articles as brooms and carts?—It does not apply to carts, but to brooms, for all places in Ireland and England. Brooms, earthenware, and so forth, the barrack-masters purchase on the spot.

1331. *Chairman.*] At Aldershot, where we have a large force, if the soldiers lose their necessaries, or their necessaries are worn out, how are they supplied?—I presume that they get them from the contractor at present.

1332. Does that system still exist?—Yes, I believe so. The first supply is made by the War Department.

1333. Viscount *Duncan.*] Are you able to speak positively upon that point?—I am not able to speak positively upon it; Mr. Ramsay, who takes charge of the clothing, may know it.

1334. Mr. *Liddell.*] What position do you hold in relation to Mr. Ramsay?—I am the Director of Stores and Clothing; Mr. Ramsay is the Assistant-Director of Stores and Clothing; I take the general supervision of the whole department; Mr. Ramsay looks especially after the clothing department, which he has had from the beginning with Sir Thomas Trowbridge; he carries on the current duties of the office; everything that requires further reference, is sent to me, and I submit them to the Assistant Under Secretary, or the Under Secretary of State for War, as the case may be; but all regulated issues, and all regulated supplies and requisitions, are made by Mr. Ramsay, under the authority of the Queen's warrant.

1335. Then, as I understand you, Mr. Ramsay, if I may use the term, is, in a certain sense, subordinate to you?—Yes.

1336. Is he responsible to you for his actions?—Clearly; I hold myself responsible for every thing that goes on in the clothing department, just as much as in the store department; but it is impossible for me to give my attention to the whole of the details, so that portions of the business have been allotted by the Secretary of State to Mr. Ramsay.

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1337. Does not he, in fact, only superintend a particular branch of the general department, of which you are the head?—Yes; but in my absence he would take the whole; his office is, assistant director of stores and clothing.

1338. Then, in your particular department, you are the head of the whole?—Yes.

1339. And you are only responsible to the Secretary of State?—Clearly; the clothing, although it is separately named, is considered as a store, like any other article; it was thought desirable to consolidate these offices in the new establishment.

1340. Sir *Charles Napier.*] You have under you stores of various descriptions, of which clothing is one?—Yes.

1341. Mr. Ramsay is the head of that department?—Yes.

1342. Then, in that department would you be responsible for the different stores?—Yes.

1343. I understand from you, that the store department is divided into so many different classes, because there are so many different classes of stores, and that there are persons who are particularly responsible to you for those particular species of stores, and that Mr. Ramsay is responsible for the clothing; is not that so?—I do not quite comprehend the question.

1344. You are storekeeper-general?—Yes.

1345. Of course, you have various descriptions of stores under you?—Yes.

1346. Have not you somebody at the head of each of these departments, just as Mr. Ramsay is at the head of the clothing department?—I do not know that there is anything analogous to that in my own immediate department, but in the other departments of Government there is; for instance, the inspector-general of fortifications has his assistants, one of whom takes the barrack establishments, and the other the general duties of the inspector-general of fortifications.

1347. Has Mr. Ramsay the power of going to the Secretary or the Under Secretary of State for War?—He would do it through me.

1348. *Chairman.*] If cloth is wanted at Weedon, or if timber is wanted at the Arsenal at Woolwich, do both requisitions go through you or not?—The clothing being a regular supply, would stop short at Mr. Ramsay. If he required to go to contract to purchase cloth, he would then come to me, and I should send to the Under Secretary of State for War for authority to the director of contracts for this particular supply. An authorised demand for clothing, which could be issued from store, would stop short at Mr. Ramsay; but in the case of timber, the demand would come to me.

1349. Mr. *Liddell.*] What is the fixed salary attached to the office which you hold?—£. 1,200 a year.

1350. Is the same attached to the office which Mr. Ramsay holds?—No; Mr. Ramsay has 800*l.*

Mr. *William Hebdon*, called in; and Examined.

Mr. *W. Hebdon.*

1351. *Chairman.*] WHAT is your situation?—Nominally I am sub-inspector, but practically I am chief inspector of cloth, at Weedon.

1352. What are your duties?—My duties are to inspect the whole of the tunic cloth for all the regiments, and to assist my fellow-inspector in inspecting the trousering for all the regiments.

1353. What was your previous employment?—I have been an army and general clothworker.

1354. Were you brought up to that trade?—Yes, I have been in the trade all my lifetime.

1355. May I ask your age?—Thirty-three.

1356. Sir *Charles Napier.*] What was your salary?—I am ashamed to confess that I am in the receipt of the miserable pittance of 100*l.* per annum, and during the last six months, a residence.

1357. *Chairman.*] How many inspectors of cloth are there at Weedon?—There are two inspectors of cloth and one of stores.

1358. Is there ever a difference in your judgments upon the cloth supplied?—Sometimes.

1359. In that case of difference, who decides the point in dispute?—My own opinion is always acted upon.

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1360. Is your judgment ever disputed or questioned by your superior?—Never.

1361. Sir *Charles Napier.*] Are you a married man?—Yes.

1362. Viscount *Duncan.*] Have you made any complaint of the amount of your salary?—I have; I have been promised an increase for the last 18 months.

1363. Are you aware that your salary is about to be increased?—I have been promised for the last 18 months.

1364. Before approving of or rejecting cloth, do you consult the other inspectors?—I consult no one. I act entirely upon my own practical experience of army cloth.

1365. There is a chief inspector at Weedon; does he give any opinion upon the quality of the cloth?—He reports to the superintendent.

1366. Then he does not give an opinion of his own?—Sometimes he does.

1367. He reports your opinion?—Exactly so.

1368. Mr. *Liddell.*] What is the name of the chief inspector of stores?—Hoile.

1369. Colonel *North.*] You are an inspector at Weedon, are you not?—I am.

1370. Is not your salary set down in this return as 250*l.* a year?—I am glad to hear it, and I hope the Government will remunerate me with the back salary.

1371. Mr. *Liddell.*] You told the Committee just now, that you are nominally a sub-inspector, but practically the chief inspector?—Exactly.

1372. Will you tell the Committee what position you hold in relation to Mr. Hoile?—My position is to examine the cloths previously to their being passed. I examine every piece myself separately to see the quality.

1373. What is Mr. Hoile's duty?—Mr. Hoile reports to the superintendent.

1374. Are you always in close communication with Mr. Hoile?—He occasionally inspects the cloth.

1375. Does the responsibility of that department attach to you or to Mr. Hoile?—I consult no one in forming my opinion respecting the quality of the cloth.

1376. Colonel *North.*] What salary has the chief viewer at this moment?—22*s.* a week.

1377. *Chairman.*] Who reports the result of the inspection of the cloth?—The chief inspector reports it to the superintendent.

1378. Then the chief inspector simply makes a report, though he himself does not inspect, nor does any responsibility attach to him for the approval or the rejection of cloth?—He inspects the cloth sometimes; I know nothing about his responsibility.

1379. Sir *Charles Napier.*] In point of fact the gentleman who calls himself the chief inspector of cloth and clothing is not the chief inspector at all?—Not practically.

1380. Does he ever inspect the cloth at all?—Sometimes.

1381. How often in a year?—I cannot say. He is inspector of different departments; he is inspector of stores.

1382. You say that you are nominally the sub-inspector of cloth, but practically the chief inspector?—Yes.

1383. Do you mean to convey to this Committee that you are doing the duty of the chief inspector of cloth for other people?—Exactly so.

1384. How often has the chief inspector inspected the bales of cloth as you do?—That I cannot charge my memory with.

1385. Do you ever see the chief inspector overhaul the bales as you do?—Never.

1386. Viscount *Duncan.*] If any objections are raised to your report with regard to the inspection, they would be referred to the chief inspector?—Certainly.

1387. *Chairman.*] Have not you stated that no fault has ever been found with you in inspecting the cloth?—I believe no fault has ever been found with me in this respect.

1388. Sir *Charles Napier.*] And you consult nobody?—I consult nobody. I act entirely upon my own judgment.

1389. If you find anything wrong, do not you report it to the chief inspector?—Decidedly so.

1390. Lord *Claud Hamilton.*] Then, in fact, the chief inspector would only inspect when your decision was found fault with, or complained of?—Yes; and also at other times I report to him if I find any imperfection; or if I find that the supply is not equal to the pattern, I report to the chief inspector.

1391. Mr. *Westhead.*] Having made that report to the chief inspector, does the chief inspector examine the cloth, and ascertain if your report is correct?—Occasionally he does.

1392. Lord *Claud Hamilton.*] Does he ever come to a decision upon such a complaint without investigating it himself?—Sometimes he does.

1393. *Chairman.*] Do you inspect all the scarlet cloth for the tunics yourself?—I do.

1394. Have you any assistance in that inspection from the other inspectors, or does it rest entirely upon your own inspection?—It rests entirely upon my own responsibility. I assist my fellow inspector in inspecting the trouser cloth.

1395. You hold yourself responsible for the inspection of the whole of the scarlet cloth issued for the troops, and partly responsible for the trouser cloth?—Exactly.

1396. Viscount *Duncan.*] Does not the chief inspector, as well as you, sign the inspection notice?—I fill up the inspection notes, and forward them to the chief inspector, and he then forwards them to the superintendent.

1397. Does not he sign them?—I apprehend he does.

1398. *Chairman.*] Would you undertake to inspect the whole of the clothing yourself, without any assistance?—No; it would be more than one man could possibly attend to.

1399. How are the viewers employed in your inspection rooms?—They first weigh the cloth, and if they find it correct in weight, it is passed on to the perchers, and they perch it, and mark all imperfections; and then it is passed to the measurers, and from the measurers to the stampers; and then it is folded up for packing.

1400. Do you examine the quality of every piece yourself before it goes through that process?—I examine the quality of every piece myself, before it goes through that process.

1401. Viscount *Duncan.*] Have not you invented a machine for examining cloth yourself?—I have.

1402. What is the nature of that machine?—It is to detect old wool, to a certain extent, and at the same time to discover the strength of the cloth, which is of great importance.

1403. Has that machine been much used?—It has lately; we find it a very important thing for us; the more we work it, the more practical we find it.

1404. Colonel *North.*] Were you told that your salary would be 100 *l.* a year when you were first appointed to this office?—When I first entered the service my salary was 110 *l.* a year, and when I was promoted to be inspector I was reduced 10 *l.* a year.

1405. What were you before?—I was chief viewer at the Tower.

1406. Did not you take the appointment of inspector knowing that you would have a reduction of salary?—I had the reduction after I was appointed; I had a reduction after a promise of promotion.

1407. Mr. *Liddell.*] Were you promoted from a clerkship in the Tower to be a viewer, or were you selected from your practical knowledge of the trade?—I was selected from my practical knowledge of the trade; I underwent a very strict examination both by Mr. Pew and Mr. Stacey, and several other gentlemen, who questioned me upon different army cloths, to see if I was competent for the situation I was then applying for.

1408. Viscount *Duncan.*] With regard to the machine about which I was asking you, was not that a machine of your invention?—Yes.

1409. Did you receive any gratuity from the Government for having used your machine?—I received a remuneration of 200 *l.*, and the privilege of disposing of them to manufacturers.

1410. Lord *Claud Hamilton.*] Have you been applied to by the trade about it?—Yes, from several practical men; at the same time, before I was remunerated for the machine, I had to secure testimonials as to its fitness for the purpose for which it was intended from practical men, who highly appreciated it, I believe.

1411. Sir *Charles Napier.*] Is your pay higher or lower than that of a clerk?—I cannot say.

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1412. *Chairman.*] Are the viewers competent to detect any imperfections in the cloth?—They are fully competent; they have had three years' practice under me, and I have taken a great deal of pains to teach them the different processes they have to perform.

1413. Lord *Claud Hamilton.*] Is not your machine to test the strength, as well as the quality of the material of which the cloth is composed?—I can discover the quality to a great extent, and also whether it is of the requisite strength.

1414. Would not it be possible to strengthen the fibres of the cloth to resist the tension of this machine, and still to introduce a considerable quantity of shoddy?—I think not.

1415. Are you aware of the great ingenuity of the manufacturing class in England?—I am.

1416. Do you conceive that now they have found out that the test upon which the cloth is to be tried at Weedon is the power of going through the ordeal of this machine, they will not be able to invent a means of strengthening the cloth which would enable them to introduce shoddy?—Our practice enables us to judge of the quality before trying it in the machine; and the shoddy that is used in the cloth is the more easily detected by the machine; it breaks off; old wool is short wool, and the more old wool is put into the cloth, the weaker the cloth is.

1417. I am informed that they can strengthen the cloth, knowing that this process has to be gone through, and yet introduce a great deal of shoddy. Do you think that that is possible?—They could do it by introducing hemp, but as a matter of course I could discover it.

1418. Sir *Charles Napier.*] Since you have been at Weedon, have any attempts been made on the part of the contractors to gain your favour?—Never.

1419. Have any hints been given to you upon the subject?—Never.

1420. Mr. *Liddell.*] Will you state to the Committee what are the outward appearances that a piece of cloth containing shoddy presents, which enable you to detect its presence?—There are several points; I cannot explain, but I could show it. There are many practical ways by which you can detect old wool in cloth; but I think one must be very practical indeed to discover it up to a certain per-centage.

1421. Is it perceptible to the touch?—It is in a certain class of cloths.

1422. Mr. *Westhead.*] Does your machinery enable you to judge not only what the strength is, but also what the thickness is?—Exactly.

1423. Does your machinery always enable you to exercise that discrimination not by itself, but by the aid of your experience, if any shoddy was mixed with the cloth?—Yes; at the same time you could judge of the quality to a certain extent; the better the fibres of the cloth are spun, the better the cloth wears.

1424. Viscount *Duncan.*] Since the use of your machinery, has more cloth with shoddy in it been detected than used to be the case formerly?—Yes, it has.

1425. Sir *John Hanmer.*] Do you try the cloth both ways in your machinery?—We generally try it warp and weft.

1426. Mr. *Liddell.*] Do you subject as a matter of course to the test of machinery all the cloth, or only that which, from its appearance or feel, you suspect to contain shoddy?—All the cloth suspected of containing shoddy.

1427. Do you mean to say that the whole of every piece of cloth is subject to the trial of your machine?—It is not, because if a supply comes in, and we know it is all the same make and precisely the same cloth, we should probably try one piece out of the bale, and that would be quite sufficient.

1428. Is it not practicable in the manufacture of pieces of cloth to introduce shoddy in one portion and not in the other?—It would be impossible.

1429. Sir *Charles Napier.*] Have you ever seen this Return of the amount of cloth approved and rejected in last year (*The same being shown to the Witness*)?—I examined the whole of that cloth.

1430. Was it you who rejected all this cloth?—Yes.

1431. For instance, it appears that there were 109,640 yards of cloth supplied, and out of those 61,034 were received, and 48,606 rejected; did you reject all that?—The inspector at Woolwich and myself.

1432. Then go to another large amount; of grey cloth 286,632 yards were supplied; 274,232 were approved of, and 12,400 yards were rejected; have you a knowledge of that?—I have.

1433. Then

1433. Then there is 57,848 yards rejected out of 207,000?—I remember this.

1434. It further appears that out of 44,770 yards supplied, there were 712 rejected?—Yes.

1435. Now Messrs. Jupp & Company supplied 44,961 yards, and there were no less than 4,756 rejected; do you remember that?—I remember that.

1436. There is Messrs. Hepburn & Company supplied 52,613, and 12,392 were rejected?—Yes, I remember that.

1437. Now we will go to Dolan & Company; there were 59,536 yards supplied and 4,947 rejected?—I remember that.

1438. Did you specially report those rejections?—I did; I reported to the chief inspector, and I reported to the superintendent.

1439. Did the chief inspector go over them, or take your word for it, and return them?—He went over them occasionally.

1440. There is a large quantity here; the whole quantity was 1,072,875, out of which 889,378 were approved of, and 183,497 were rejected; did he go over all those, or take your word for it?—He did not go over all of them.

1441. Then you, in point of fact, rejected all of them because you found them improper?—Exactly.

1442. Viscount *Duncan.*] Did he trust to your report?—He trusted to my competency.

1443. Sir *Charles Napier.*] In fact, you told him that there were so many yards unfit for use, and he at once rejected them?—Yes; I make up my inspection notes and forward them to the chief inspector, and then he communicates with the superintendent.

1444. Viscount *Duncan.*] Does not the chief inspector satisfy himself with regard to your reasons for rejecting them?—He does, occasionally.

1445. Sir *Charles Napier.*] Who is it that reports them to the chief inspector?—I do.

1446. Does he examine them, or does he take your report of them?—Sometimes he examines them.

1447. Did he examine 1,000 yards out of the amount that was rejected?—Probably he did.

1448. Did he examine 2,000 yards?—I should say not.

1449. Out of the whole 183,497 yards that were rejected by you, only 1,000 yards, to the best of your knowledge, were examined by the chief inspector?—I could not say the quantity of yards that were examined by him, but he generally looks at the cloths; it is not to assist my judgment.

1450. Viscount *Duncan.*] Can you speak with certainty as to the number of yards the chief inspector inspected?—No, I cannot

1451. Sir *Charles Napier.*] Was it 10,000 yards?—I could not answer that question.

1452. You said that he had inspected 1,000 yards, but that you thought he had not inspected 2,000 yards; take the very largest amount, did he inspect himself 10,000 yards?—I believe not.

1453. Viscount *Duncan.*] Do you of your own knowledge know what steps the chief inspector takes to verify the accuracy of your reports?—No; he has other duties than that of inspecting cloth; his duties are more clerical; he has got more duties to do than any man in the department of inspector.

1454. Can you of your own knowledge state all the steps that the chief inspector takes to verify the accuracy of your reports?—No, I cannot.

1455. *Chairman.*] Is not the confidence reposed in you by your superior at Weedon such, that they never in any instance disputed your judgment?—Never.

1456. Lord *Claud Hamilton.*] You say that your judgment is never questioned; is not your decision, therefore, virtually final?—I stated that my judgment is never doubted.

1457. And you also stated, as a matter of fact, that the chief inspector looks at portions of the cloth?—Not to assist my judgment in any way.

1458. Supposing you decide against 10,000 yards of cloth, is your decision final, or does the person nominally your superior inspect and verify your decision?—My decision is final.

1459. Viscount *Duncan.*] Are you prepared to state that he takes no further steps to verify your decision when it has once been reported to him?—I cannot say.

1460. Sir *Charles Napier.*] After this quantity of cloth was rejected, was the Secretary of State regularly informed that such and such contractors were deficient

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cient in their supplies?—That I do not know exactly. I act under the orders of my superior.

1461. Do you think the contractor supplying so much cloth that is rejected ought to be employed again?—That does not come within my province at all.

1462. Would you yourself, if you rejected a large quantity of cloth belonging to a contractor, think it your duty to employ him again if you had the power?—It depends upon what they were rejected for. The cloths have not all been rejected because they were bad.

1463. What were they rejected for?—Some for not being properly finished. Those have been refinished, and sent in again.

1464. In point of fact the cloth was not good?—The cloth was good, but at the same time it was not properly finished; it was quite equal to the pattern, but it had been sent in in an unfinished state. They could finish it, and then it would be quite as good as the pattern.

1465. Did they take it back again to finish?—In some cases.

1466. Viscount *Duncan.*] Were there not some instances where, in consequence of your report of imperfections in the cloth, not only the chief inspector reinspected the cloth, but did not the superintendent satisfy himself with regard to your proceeding?—He did do so.

1467. Are there not several instances in which that took place?—It has been so in some instances.

1468. And therefore in those instances did not they verify the accuracy of your report?—They never varied from my judgment.

1469. They satisfied themselves that your report was accurate?—Exactly.

1470. Are you aware of the steps which the chief inspector takes in order to satisfy himself of the accuracy of your report?—I am not.

1471. Lord *Claud Hamilton.*] You stated that he never differed from you?—He never alters my decision.

1472. Mr. Hoile has stated in evidence before this Committee the way that he acts with you. He is asked, at Question 409, page 18, "Do you ever differ in opinion?" and he says, "Sometimes;" therefore, according to Mr. Hoile's statement, you have had some differences of opinion?—He never doubted my judgment.

1473. How do you understand his saying that you have differed in opinion?—I have doubted his judgment; probably that is what he meant.

1474. Viscount *Duncan.*] Have you ever differed in opinion from Mr. Hoile?—We may differ in opinion; but at the same time my judgment is taken.

1475. Who takes your judgment?—Mr. Hoile and the superintendent.

1476. Then on all occasions he has taken your opinion in preference to his own?—Exactly so.

1477. Mr. *Baring.*] What you have been saying is not that no inquiry has been made as to the cloth rejected by you, but that your opinion has been universally confirmed?—Exactly so.

1478. Sir *Charles Napier.*] And also you believe that, out of the quantity of cloth that was rejected, the inspector did not inspect 10,000 yards?—I am not prepared to say exactly what took place.

1479. *Chairman.*] Have the contractors whose goods you have rejected made many complaints to the Government of your rejection?—I cannot tell.

1480. You are not aware that any merchants who have contracted to supply the Government with a certain quantity of cloth which has been rejected by you have made complaints of your rejection?—I am not aware of any; it would not come within my province.

1481. Sir *Charles Napier.*] As to this cloth which was rejected, did the contractor supply the quantity of cloth again, to make up for it?—Some has been replaced and some has not.

1482. It is not all filled up yet?—It is not all filled up yet.

1483. Is there any time given to those who make mistakes of that sort to supply the cloth again?—I cannot answer that question; I act under the directions of my superior.

1484. Mr. *Liddell.*] Has it often occurred to you to suspect that cloth that has been rejected before, has been refurnished to you?—That has been the case.

1485. Have you ever actually proved that to have been the case?—It depends upon what they are rejected for; if they are simply rejected for not being properly finished, the cloth that was rejected has been finished and sent in and passed.

1486. Have you ever suspected that cloth that has been rejected on account of its

its bad quality has been refurnished?—I have had my suspicions; at the same time I could not prove it.

1487. Viscount *Duncan.*] Did you state your suspicions at the time to any one?—Yes, I reported them to my superior.

1488. Did an inquiry take place?—We examined into it minutely, but we could not bring any proof.

1489. Therefore, it was only because you could not bring any proof that you did not take any further proceedings?—Certainly.

1490. Sir *Charles Napier.*] Was that cloth received?—It was received, being equal to the pattern in quality; but there are so many deceptions in getting up cloths, that it takes a most practical man in order to discover them.

1491. Mr. *Liddell.*] Has it ever occurred to your mind that you might adopt any check that would effectually guard you from frauds of this description?—It might be done by putting private marks upon the cloth, upon the piece that had been rejected.

1492. Viscount *Duncan.*] Would not the effect of that be to depreciate that cloth in the market afterwards, if it were discovered?—That might be the effect.

1493. Mr. *Liddell.*] In your judgment, do you think there would be any unfairness in the Government affixing a mark to stamp bad cloth that has been furnished to them under the idea that it was a good article?—It could be done by making a mark in the cloth. If we made a mark in the head end they would take the head off, and sew another on.

1494. Viscount *Duncan.*] Would not that produce rather a greater disinclination than now exists upon the part of the Government contractors to tender for Government contracts?—It is likely.

1495. Might not that increase the price of the cloth?—It might.

1496. *Chairman.*] Is not the length of each piece of the cloth furnished for tunics, 40 yards?—It averages 40 yards.

1497. If they were to take off one yard at one extremity they could never attempt to impose it upon you again, because it would not be the proper length; would not that be the case?—It might be cut in half, and another half sewn on, and so sent in.

1498. If you inspected a whole piece of 40 yards in length, and you saw that it was sewn together, would you take that?—Yes; because it frequently occurs that the machinery will make a damage; then they cut the piece across, and sew it together again.

1449. Viscount *Duncan.*] Do all pieces average 40 yards?—No; they vary from 30 or 20 to 60.

1500. Mr. *Liddell.*] How many pieces constitute a bale?—The average is five or six.

1501. *Chairman.*] Has the rejection which has taken place in so many cases proved any inconvenience to the service?—I cannot answer that question.

1502. Are the samples of cloth proposed for the use of the army submitted to your inspection previously to their being made into sealed patterns?—That has been the case, I believe, lately.

1503. You have had them submitted to you?—Lately.

1504. When was the first sample submitted to you?—I could not call it to my memory now.

1505. Was it within this last two or three months?—Probably it may be so.

1506. Is the cloth always inspected with reference to the sealed patterns?—Always.

1507. Have you any opportunity of comparing your pattern with the sealed pattern at the Horse Guards?—I cannot answer that question.

1508. Viscount *Duncan.*] Is there a sealed pattern at the Horse Guards?—I do not know whether they have a sealed pattern there or not.

1509. *Chairman.*] Is not your system this: there is a sealed pattern at the War Department, which the contractor receives before he sends in his tender; having sent in his tender, he promises to supply cloth equal to that sealed pattern; and you take the pattern of the cloth; then he sends in what he intends to supply, and you compare it with the cloth sent to you as a pattern for your judgment?—Exactly.

1510. You never see the original pattern?—We have a portion of the original pattern sealed at Weedon; we have patterns for all the supplies which pass through our hands there.

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1511. Viscount *Duncan.*] Are there duplicates at Weedon of every pattern?—Duplicates are supplied of all the patterns which are at Pall Mall.

1512. *Chairman.*] Have you ever been asked your opinion of the sealed patterns?—I have been asked my opinion as to the patterns previously to their being sealed, whether they were suited to the service.

1513. Have you ever seen sealed patterns that you have condemned as not being fit for the service?—We have rejected many as not being suited for the service.

1514. Viscount *Duncan.*] Do not you inspect them before they are sealed?—I have, lately.

1515. *Chairman.*] Do you know the date at which that system began?—I do not.

1516. Do you know anything about the cloth that is now supplied to the cavalry for overalls?—Yes.

1517. Have you ever compared the present quality of the cloth with the quality that was supplied previously?—I believe there is a great difference in the weight.

1518. The present is of an inferior quality, is it not?—I should say not.

1519. Viscount *Duncan.*] Is it not of the same quality?—I believe there is a difference; the weight of a blue overall now is 1 lb. 15 oz. a yard; the weight of the other was 1 lb. 11 oz.

1520. Which is the superior cloth?—As regards the quality, I do not think there is much difference.

1521. *Chairman.*] When you receive a sealed pattern, if in your opinion it is not fit for the service, to whom do you report it?—I report to my superior.

1522. Has your judgment ever been called into question?—My judgment has never been doubted.

1523. Colonel *North.*] Is not there a sealed pattern sent to each regiment with the clothing?—I do not know.

1524. Do you profess to be able to judge whether there is old wool or shoddy in cloth?—I do, when it is not put in under a certain per-centage, and that if it is not under 9 or 10 per cent. I think I should be able to ascertain it; it alters by 7 or 8 per cent. the value of the cloth.

1525. *Chairman.*] Can the best judges in the kingdom detect shoddy more closely than that?—I do not believe they can.

1526. Is it not upon the wear of the cloth that you can give a final judgment?—It is through practice; you can detect it to a certain per-centage; that is to say, if it is over 10 per cent. a practical man could discover it.

1527. If it is under that per-centage it is a difficult matter to find it out?—Yes.

1528. And then the profit of course goes to the manufacturer who supplies the cloth?—Exactly.

1529. Colonel *North.*] Does not your machine tell it?—Yes.

1530. Viscount *Duncan.*] Under that per-centage is it possible to detect it?—I cannot detect it myself; I should not say it was impossible, but I never heard of its being detected.

1531. If it was under that per-centage would it sensibly depreciate the cloth?—Yes, it would.

1532. *Chairman.*] Was the Artillery and gunners' trousers cloth which you rejected in a large quantity made of pure wool?—I should say that it was all pure wool.

1533. What was the cause that you rejected such a large quantity?—A discharging of the dye; the dye was not fast; that was a most important thing.

1534. Viscount *Duncan.*] Was there any other reason for that rejection?—There were other slight defects.

1535. *Chairman.*] Could those defects be remedied by the manufacturer, and the same cloth returned to you again and passed?—I think it would puzzle them very much to do so.

1536. Who rejected all that cloth to which Sir Charles Napier has alluded?—The inspector at Woolwich, and myself.

1537. What do you mean by the inspector at Woolwich?—He assists me in inspecting the whole of the Artillery cloths.

1538. Is he regularly employed at Weedon?—No, he is not.

1539. What

1539. What is your opinion of the sealed pattern of the scarlet cloth for the privates in the Foot Guards?—It is a very good one.

1540. What is the price of it?—I should say the value was about 10 *s.* a yard, as near as I could form an opinion.

1541. Do you know any instance in which the pattern has been changed before the delivery of the supply for inspection?—As far as I can recollect, that happened on one occasion only.

1542. What was that occasion?—It was in the case of the Guards' cloth.

1543. What caused that change?—That I cannot say; it was from instructions from my superior.

1544. Then if a change was made in the pattern for the Guards' cloth, does not it follow that the whole body of the Foot Guards have not cloth of the same quality?—I should say there were two qualities at least.

1545. Lord *Claud Hamilton.*] When you speak of acting under the orders of your superior, whom do you mean?—The Inspector of Stores, and the Superintendent.

1546. Do you mean Mr. Hoile?—Yes.

1547. *Chairman.*] How do you account for the difference being made in the quality of the cloth for supplying the same corps?—I cannot account for it, because I acted from orders from my superior.

1548. There was a difference?—There was a difference, as far as my memory serves me.

1549. Was there a difference as far as quality was concerned?—There was a difference in quality.

1550. Was the first pattern of a higher or lower quality than the second?—I believe the second was inferior, as far as I can recollect.

1551. To whom should we apply for information upon that point?—To the Superintendent.

1552. Who contracted for the cloth for the Guards?—Messrs. Pollard & Company and Messrs. Isaac Campbell & Company.

1553. Was the pattern changed for both those contracts, or for one only?—For one only, as far as I can recollect.

1554. Under what circumstances and by what authority was the second inspection altered?—I do not know under what circumstances. I passed the cloth upon receiving instructions from my superior.

1555. Could you form an idea as to what the values of the two cloths were?—As far as my memory serves me, I should say that one was worth about 10 *s.* a yard, and the other about 9 *s.*

1556. Was the price paid to the contractors the same in both cases?—That I do not know.

1557. Do you ever inspect clothing when made up?—I have not lately.

1558. Do you consider yourself a competent judge of clothing, when made up?—As regards the quality; nothing more.

1559. Mr. *Westhead.*] Do you mean the quality of the article as a garment, or the quality of the material?—I mean the quality of the material.

1560. Mr. *Baring.*] You have been an inspector of made-up clothing?—I have been an inspector of made-up clothing.

1561. How long were you in that position?—As near as I can recollect, I should say five months.

1562. So that you can speak to that point?—Exactly.

1563. *Chairman.*] Are you called upon to inspect the clothing after it is made up?—I am, if it has not been inspected previously to its being made up.

1564. Sir *Charles Napier.*] After the cloth is sent to the tailor's will it be possible for them to change the cloth?—I should say it would be impossible for them to change the cloth. We should soon discover the difference.

1565. Mr. *Liddell.*] Under what circumstances is cloth ever made up which has not been inspected?—I cannot tell under what circumstances that is done.

1566. Do you know that it often is made up without having been previously inspected?—It is the case for the schoolmasters' clothes, and so forth.

1567. You do not allude to the general clothing of the army?—No; I confine myself to that.

1568. Colonel *North.*] Is the schoolmasters' cloth superior to that of the serjeants', or is it the same?—That I cannot tell.

1569. Does it come under your inspection?—It does come under my inspection;

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tion; but I cannot bear them in my mind, as there are so many qualities that I have to examine, unless I have the pattern before me.

1570. Is it the same as the officers' cloth?—I believe not.

1571. Viscount *Duncan.*] Supposing that you reject 1,000 yards of cloth, does the contractor ever complain?—He complains to the superintendent. It depends upon what they have been rejected for. If he complained at all, he would complain to my superior.

1572. And then his complaint would be investigated. Would it not be possible that in that case the superior authority might see reason to reverse the judgment you had come to?—It never has been the case.

1573. It is not quite possible that it might be the case?—It might be, but it never has been.

1574. The final decision, in fact, rests with the superior authorities, and not with you?—Yes.

1575. And it would be competent for them to take any steps they chose to verify the accuracy of your judgment?—Exactly.

1576. *Chairman.*] Have you ever been called upon by those in authority over you to re-inspect cloth that you have rejected?—Never; unless it has been rejected from being unfinished, or not properly finished.

1577. Mr. *Westhead.*] Is it not the fact that the finishing of cloth is often a separate process, and is done by different people from the process of manufacturing?—It is. A great deal depends upon the finishing.

1578. Viscount *Duncan.*] What is the date of your entering the service?—1854.

1579. What had been your previous occupation?—A clothworker.

1580. For how many years had you been in that position?—Upwards of 20 years.

1581. *Chairman.*] You stated that there had been a change of pattern for the Guards, upon which the price was lowered 1*s.* a yard; what quantity was supplied upon 10*s.* and what quantity was supplied upon 9*s.*, and who was the party supplying it?—I do not remember the quantity. I could tell by referring to my books.

1582. Who ordered you to do away with the first pattern, and adopt the second?—The first pattern was not done away with; there was another pattern that was sealed and passed.

1583. From whom did you receive your instructions for the second pattern?—From my superior.

1584. Colonel *North.*] Have you known any cases of bribes being offered to, or bribes being asked for by the people under your authority?—Never, to my recollection; I never heard of any.

1585. Lord *Claud Hamilton.*] When the change in the pattern occurred was it your duty to report it?—I did report it.

1586. To whom did you report it?—To Mr. Hoile.

1587. Did he state that that had been done by his authority?—I do not know; there the matter rested.

1588. You had no more duty to perform to the public beyond calling the attention of Mr. Hoile to the fact that there had been a change in the pattern?—Nothing more.

1589. Can you give the Committee no further information as to the causes which led to the steps that were taken to inquire into the matter?—No.

1590. *Chairman.*] Will you give your opinion upon this point. Suppose a contractor offered to supply 10,000 tunics of a certain quality and price, both being approved of by the authorities, and the wear being guaranteed for three or four months, do you think that would be an improvement upon the present plan?—Of course that does not come within my province, and I do not wish to give an opinion upon that matter.

1591. Do you consider yourself a competent judge of clothing?—I consider myself a competent judge of the quality of the cloth.

1592. If you had the clothing before you to judge of its quality, and the person who supplied it to you said, "I will guarantee the wear of that for from three to four months," in order to back out your decision, would not you be more satisfied with that inspection than you would with your present inspection?—There is so much deception in some cloth, that I should like to examine it myself.

1593. Viscount

1593. Viscount *Duncan.*] Do you prefer your present mode of inspection to that suggested in the question?—I think it is better.

1594. *Chairman.*] As you cannot detect the whole of the defects in the cloth that now comes under your own eye, would not it be more satisfactory to you to be able to inspect the clothing when it was made up, to see that the quality of it was good; and would not the guarantee of three or four months' wear of the clothing enable the colonels to ascertain whether the clothing was of a good quality or not?—The wear will prove whether it is of a good quality or not.

1595. And no other system?—We can do it precisely the same by the examination of the cloth previously to its being made up.

1596. Viscount *Duncan.*] Are you satisfied with the result of your present mode of inspection?—Decidedly.

1597. Is there any improvement that you could suggest to the Committee in the mode of conducting your duties?—It would be an improvement to have the patterns sent to us before they are sealed, for us to give an opinion as to whether they were suitable for the service or not.

1598. Have you made any suggestion to the heads of your department on the subject?—I have not.

1599. Sir *Charles Napier.*] If the cloth was made up, would it not want two inspectors; one to inspect the goods, and the other to inspect the work of the tailors?—One is not sufficient.

1600. Mr. *Westhead.*] Does any competent judge, that you know of, inspect the pattern before it is sealed, and becomes the standard for all the cloth that is sent to you? Suppose the pattern is filled with shoddy, would you then have to report upon a piece of cloth sent in that it was equal to the pattern, and therefore could not be rejected, although it might still contain shoddy?—We only examine the cloth according to the pattern and specification; whether there is shoddy in the pattern or not, if the cloth is equal to the pattern we pass it.

1601. Viscount *Duncan.*] Did not I understand you to say that the patterns were submitted to you before they were sealed?—I believe they have been lately.

1602. Therefore you approve of those patterns before they are sealed?—Exactly.

1603. Therefore you would take care to inspect those patterns, and see whether they contained shoddy or not, before they were sent to you?—Yes; they have been submitted to us lately, but we have some patterns by us now that have not been submitted to us; some that I think are inferior for the service for which they are intended.

1604. Were those the patterns of cloths used under the old or the new system?—Under the old system.

1605. Are they inferior to the patterns which you have now, under the new system?—Many of them are.

1606. *Chairman.*] Is the cloth that is furnished for the clothing of the serjeants of the Guards equal to what the officers wear?—It is not so good, I imagine, in quality.

1607. Can you form any idea what the difference in the price per yard will be between the cloth that an officer generally has his tunic made of, and that which a staff serjeant's tunic is made of?—I could not answer that question unless I had the cloths before me.

1608. Viscount *Duncan.*] You say you examined the patterns of the cloth?—Yes, we have had them submitted to us lately to know whether they were suitable for the different regiments.

1609. Are they sealed till they have gone to you, and have been submitted to your decision?—Not lately.

1610. Will it be part of your future duties to examine the patterns?—I believe it will.

1611. You do not do it voluntarily, to assist another officer, but it becomes part of your duty?—It is submitted to me, and I give my opinion upon it.

1612. Is your decision final?—I believe it is.

1613. To whom do you report your decision?—I report to the superintendent.

1614. Colonel *North.*] What do you mean by patterns being suitable for the different regiments?—The patterns depend upon what regiments they are sent down for; they are sent down to know whether they are suitable for the regiment for which they are intended, whether cavalry, infantry, artillery, &c. &c.

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1615. Lord *Claud Hamilton.*] When you speak of the superintendent, whom do you mean?—Mr. Elliott.

1616. Sir *Charles Napier.*] Do you go to the superintendent direct, or to the inspector?—If we have to report upon patterns, we generally report them, all three of us, to Mr. Elliot; we have a Board, and Mr. Elliot takes the opinion of the majority, generally; and if it is a decision upon cloth, I fill up my notice, and pass them to the inspector of stores, and he reports to the superintendent.

1617. Viscount *Duncan.*] Did you examine the tunic cloth that was sent on to the 71st Regiment for this year?—I did; I examined the whole of that cloth.

1618. Do you consider that that cloth was of equal texture to the cloth supplied to the rest of the army?—I do.

1619. Have you heard of any complaint that has been made in reference to the tunic cloth that was supplied to the 71st Regiment at Malta this year?—I have not; I have heard of no complaint.

1620. *Chairman.*] What is your opinion of the cloth that the new great-coat is made of, and of the cloth that has been employed?—I think it is a very good cloth now.

1621. Do you think it could be made of a better description, and to last longer?—I think it would be an improvement to have it heavier; it is only 1lb. 8½ oz. a yard. Now I think if it was 1lb. 10oz. it would be better.

1622. Viscount *Duncan.*] Have you ever made any suggestions to the head of the War Office upon the subject?—I never have; it is not my duty.

1623. *Chairman.*] What was the date of the first supply of the scarlet cloth to Weedon?—I cannot call it to my memory; by referring to my books I could see.

1624. Was it two years ago?—Not so long as that.

1625. Mr. *Liddell.*] Is it your duty to make suggestions to the heads of your department?—It is not.

1626. You merely make the reports which you are called to make?—Exactly.

1627. Viscount *Duncan.*] Have you any suggestion to make to the Committee with reference to anything that has come under your notice?—I have none. The system of the examination of cloth now is very different to the way in which it formerly was carried on previously to my entering the service.

1628. Will you state the difference?—We examine the cloth by perching it; we look at the face of the cloth; formerly the old system was to pull it over the perch, and examine the ground only. Now we discover stains and foul places, and all imperfections in the cloth, for which many yards have been rejected. They never used to examine them in that way before.

1629. Under the former system those flaws would not have been detected in the cloth?—No.

1630. *Chairman.*] If you had received instructions upon the old system as you do now, would you not have discovered those defects?—Exactly; it was never introduced into the service till I entered it.

1631. Mr. *Westhead.*] It has been stated that the cloth which has been sent to Malta for the 71st Regiment has shrunk; have you any method of testing cloth with regard to its tendency to shrink directly it is exposed to wear?—Nothing more than saturating it.

1632. Do you apply that?—We have done so lately.

1633. Viscount *Duncan.*] Was that cloth submitted to that test?—It was not; I believe that all the cloths sent for the service would shrink after they have been looked over.

1634. Mr. *Westhead.*] But some more than others?—Some more than others. It depends upon the wool; some wools will shrink, and some will be more apt to swell than to shrink; still they never stretch by saturating.

1635. Will not the effect be, that the coats will not fit when they get there?—As a matter of course it must make a great difference.

1636. Mr. *Liddell.*] Is it the custom to shrink the cloth, as a rule, before it goes out?—There is the London way of shrinking them, and there is the country way of shrinking them. In the country, after they have shrunk them, they rack them out again, and stretch them to a certain extent, so as to get them to a proper length; but in London they shrink them, and do not stretch them afterwards.

1637. Is not it the most effective mode of securing them from shrinking?—The London style is far the best.

1638. Would it not be attended with considerable loss from the actual loss of quantity?—Probably the average would run from one to two yards in the piece, at the same time it would narrow the width by two or three inches; whereas the specification states that we must not receive cloth unless it is 54 inches wide, and the cloth would be rejected as being too narrow.

1639. *Chairman.*] How much could you stretch a cloth 54 inches wide?—It depends upon the wool; but I have known a piece of cloth 40 yards long stretched out to 45 yards.

1640. What can you stretch it in width?—Three or four inches in width. Then it is stretched out again.

1641. When cloth is so treated, which of course is to the benefit of the manufacturer of the supply, does not it shrink greatly?—It never comes back to its original shape after it has been shrunk by the London method.

1642. Does not it shrink to a considerable extent?—To a considerable extent it does.

1643. Lord *Claud Hamilton.*] Would that be detected by the process of weighing all the cloth?—Weighing does not make any difference.

1644. Mr. *Liddell.*] Is not it the fact that, what we term the shrinking of the cloth from rain or any other cause arises from the interstices of the cloth being closed up, and that the consequence is that a certain quantity of cloth after being shrunk would not lose in weight; but in proportion to the weight, the length and breadth would differ?—Of course.

1645. Viscount *Duncan.*] What is the object of weighing the cloth?—It depends upon what weight it is per yard; we weigh it to see if it is the correct weight per yard; if we find it under weight we reject it previously to being examined.

1646. Do I understand you to say that it would be very easy to turn 38 yards into 40?—That is a process of manufacturing in the country previously to its being sent to us to examine.

1647. Would not that be detected by weighing, because 38 yards would not weigh as much as the 40?—It may be regulated in that way.

1648. Mr. *Westhead.*] Is not it the fact, that the manufacturers may give weight to the cloth by the use of size in finishing?—I do not think it adds to the weight, it is more for the filling up.

1649. Would not that cloth shrink more if it came to be exposed to the rain, would not the size work out of it?—We generally squeeze the cloth previously to passing it, to see if it has been properly cleaned.

1650. Mr. *Liddell.*] Is the shoddy specifically lighter or heavier than good wool?—I cannot answer that question.

1651. *Chairman.*] Imposition can be practised in dyeing cloth, how do you detect that?—It is detected by acids.

1652. Does that come under your superintendence?—Exactly.

1653. Are you familiar with the old system of inspecting clothing?—Yes.

1654. Do you think that upon the old plan there was a feeling of mutual confidence between the clothier and the manufacturer of the cloth, such as to render it probable that imposition would be attempted?—The cloth formerly was inspected after it was made up, and they were liable to impositions precisely the same as they are now. If cloth was not equal to the pattern, it was rejected; I have rejected many thousand yards.

1655. Was not there the security of inspection then which there is not now; was not the clothier compelled to take the clothing back at the end of six months if the colonel and officers of the regiment condemned it, or if the general officers at their half-yearly inspection, when they inspected the regiment, condemned the cloth as not being equal to the quality of the pattern?—I cannot tell you; but that is my impression.

1656. Viscount *Duncan.*] Are not you talking of the old system at the Tower?—Exactly so.

1657. Your answer had reference to the old system of furnishing great coats at the Tower?—Exactly.

1658. Mr. *Liddell.*] Can you speak to the old system upon which the colonels clothed the troops?—No, I cannot.

1659. *Chairman.*] Can you speak to the old system of clothing the colonial corps?—No, I cannot.

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1660. Who were the colonial corps clothed by?—By the different contractors.

1661. Were not you a servant under the late Board of Ordnance?—I was.

1662. Were not you employed respecting the clothing?—Yes, respecting the cloth.

1663. The colonial corps were not clothed by the colonels of the regiment, they were clothed by a contract from the Board of Ordnance, was not that the case?—I believe it was.

1664. Who inspected the clothing when it was delivered at the Tower, or anywhere else?—For one year I inspected the clothing and the cloth.

1665. In those inspections, had you many opportunities of condemning cloth as not being up to the quality of the pattern?—I had; I rejected a great deal; I reported it to Mr. Pew.

1666. Viscount *Duncan.*] Were you in the practice of inspecting the colonial clothing?—I inspected the whole of the clothing; of course I cannot burthen my memory as to the whole.

1667. Where were you employed?—At the Tower.

1668. Only at the Tower?—Only at the Tower.

1669. *Chairman.*] Have you any statement to make to the Committee respecting the clothing of the army, or any further suggestions to make which you think will be of advantage?—The present system as carried on now, I believe, is a very excellent system; I speak of my own department only.

1670. Viscount *Duncan.*] As far as your experience goes, you think the present system is the best system that can be adopted?—Yes, for the examination of cloth.

1671. Sir *Charles Napier.*] Do you think it would be a good thing for the colonels of regiments to inspect the clothing after it is made up at Mark-lane?—That goes through a very severe examination by us.

1672. The colonels of regiments are naturally very much interested in the clothing of the men; do you think it would be advantageous that they should examine the clothing at Mark-lane before it goes away?—I do not think there is any necessity for that.

1673. Viscount *Duncan.*] In fact, you would consider your own experience in examining cloth equal to the experience of any colonel of a regiment?—Yes, exactly.

1674. Sir *Charles Napier.*] Supposing the clothing to be under the same system as it is at present, would the inspection of the Board of General Officers do any harm?—They have an opportunity of doing so; I cannot say.

1675. You do not think it would do any good?—Not after it has passed us.

1676. Viscount *Duncan.*] Did you examine the making up of the colonial clothes at the Tower?—I examined the whole of the clothing at the Tower that came under my notice.

1677. Did you examine the clothing of the colonial corps?—I cannot speak to that from memory; I am not certain upon that point.

James Sutton Elliott, Esq., called in; and further Examined.

J. S. Elliott, Esq.

1678. Viscount *Duncan.*] HAVE you any papers which you wish to hand in to the Committee?—A return of the buttons supplied to Weedon, and the quantity rejected; a copy of Mr. Nutting's original contract; a copy of the existing contract with Messrs. Firmin & Son; and Smith, Kempt, & Wright, in default of Mr. Nutting's contract; a copy of the existing contract for 1858 and 1859; and a comparative statement of the contract prices for 1857, 1858, and 1859.

1679. Will you hand them in?—(*The same were handed in.*)

1680. Colonel *North.*] Can you mention whether the quarters of the soldiers as it stood formerly has now become the store for your department?—They are part of the quarters.

1681. You have only a detachment of the men there?—There is only a detachment of the regiment and a company of artillery.

1682. *Chairman.*] Formerly was not the whole of the 98th Regiment of infantry quarters at some of your storehouses?—The whole of the 98th Regiment was there when I went down.

1683. They have been removed?—They have been removed.

1684. And

1684. And you have appropriated the building in which they were for stores?—Partly. Part of the regiment is still in quarters.

1685. Have you a prison establishment there?—There is a prison establishment there.

1686. How much of the building does it occupy?—There are eight blocks of houses, of which the prison occupies two.

1687. If it is necessary to have an increase of store-room at Weedon for your department, would not the removal of that prison give you ample room for all you require?—It would be only an addition of one-fourth to the accommodation.

1688. Are the principle articles that you have in supply at Weedon, cloth, saddlery, and boots?—Those are the three principal supplies.

1689. The barracks at the present site upon the hill will be a sufficient force to protect the stores?—I can only give the Committee an idea of that by saying that it forms an accommodation for one company of artillery, and from three to four companies of infantry.

1690. Is that sufficient to protect the stores?—Yes; I should think so.

1691. Viscount *Duncan.*] Could you give us any information about the method adopted with regard to the sealed patterns that are used?—When it is proposed that a cloth should be adopted for a certain purpose, a sample of that cloth is sent down to Weedon; and my practice is to call the three cloth inspectors together, and to tell them the purpose for which it is intended, and to take their opinion upon the quality of the pattern, and to take their general opinion upon its suitableness for what it is intended, and if it be favourable I return it to the War Department with a report to that effect.

1692. Lord *Claud Hamilton.*] Does not that go to the Commander-in-Chief? I know nothing beyond that.

1693. Viscount *Duncan.*] That does not become a sealed pattern till it has been inspected in the manner you have described?—That is the practice now; every pattern is sent down to me for approval, and when it is reported upon I return it to the director of stores, stating that it is either fit or unfit.

1694. Mr. *Liddell.*] Is not there a store of gunpowder at Weedon?—It is not in my charge; there are magazines there, but they are in charge of the storekeeper.

1695. Are not you superintendent of stores?—I am principal military storekeeper and superintendent of army clothing at Weedon. Principal military storekeeper is my rank in the service. There is an officer particularly in charge of the powder.

1696. Lord *Claud Hamilton.*] Could not the gunpowder be sent further off?—I have not the least fear of it.

1697. You could not state the quantity of it?—No, I could not.

1698. *Chairman.*] The barrack department is not in your charge?—No.

1699. Viscount *Duncan.*] Do you think that the present inspection of patterns is perfectly sufficient?—Yes.

1700. Lord *Claud Hamilton.*] Do you know what becomes of the pattern when it comes from you?—I send it with the report, and my own seal upon it, in order that it may be known that it is the identical piece of cloth.

1701. How can you say that the system is sufficient if you do not know what it is?—I speak of my own examination only.

1702. Mr. *Westhead.*] Do you retain a duplicate?—No; it comes down to me afterwards in the shape of a sealed pattern.

1703. Viscount *Duncan.*] You receive the pattern, which you seal; that pattern is transmitted to the War Office. If it is approved of at the War Office, they send down a duplicate of the pattern to you that is to be adopted?—Yes.

1704. Colonel *North.*] Is there a sealed pattern sent to the regiment with the clothing?—Certainly.

1705. Are those patterns cut off from the same piece of cloth that you have approved of?—The sealed patterns which go to the regiment are part of the supply for the regiment—a tunic and trousers; they are sent in by the tailor sealed.

1706. How large is the piece of cloth that you approve of and seal?—My sealed pattern is about three yards generally.

1707. *Chairman.*] Is your duty limited to the survey of clothing, or have you any other supplies in your charge?—I have only clothing and saddlery.

Mr. *William Charles Cater*, called in; and Examined.

Mr. *W. C. Cater.*

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1708. *Chairman.*] I BELIEVE you are a maker of caps and accoutrements both for the cavalry and infantry?—Yes.

1709. How long have your firm been in business in that line?—Eighty years.

1710. Have you supplied any caps or accoutrements under the new system of open competition now adopted by the departments?—No; none.

1711. Have you ever tendered?—No.

1712. Is your name on the official list?—I am not prepared to say; I am not acquainted with it.

1713. Do you receive the usual notice when supplies are wanted for the department?—I cannot say how often these are sent out.

1714. Viscount *Duncan.*] Have you ever received any tender?—I have received tenders for supply from the department.

1715. Have you ever declined to tender under the new system?—Yes.

1716. *Chairman.*] Why have you not tendered?—I have copies of letters which will explain my reasons if I am allowed to read them.

1717. Sir *Charles Napier.*] Are the tenders public?—I cannot say that they are universally public; I believe them to be only sent to select firms.

1718. Are the tenders thrown open to all the world?—No.

1719. Lord *Claud Hamilton.*] Have you ever had reason to believe that a large order was given when you have not received an invitation from the office to send in a tender?—No.

1720. You have never heard of a large order being given without your receiving a tender?—No.

1721. Viscount *Duncan.*] Have you always received an offer for a tender when anybody else has had one?—I cannot say.

1722. Lord *Claud Hamilton.*] Have you ever known any large order given of which you have not received notice?—No.

1723. From your knowledge of the trade you know generally what is going on in other offices?—Yes.

1724. Mr. *Liddell.*] Do not the tradesmen who are on the office list consider themselves entitled to receive an invitation to tender when there is a large supply wanted?—I do not think there is any understanding about it; I do not myself know that I have any understanding about being on the office list, or what I am entitled to if I am there; I have never endeavoured to get my name put on it.

1725. Sir *Charles Napier.*] Have you any objection to throwing the supply trade open to the public?—I do object to it, for many reasons.

1726. *Chairman.*] Will you state your reasons why you have not tendered?—In answer to that I will read two letters.

1727. Viscount *Duncan.*] Who is the first from?—It is from myself to the Director-general of Contracts in answer to the receipt of a tender.

1728. Is that Mr. Howell?—Yes; it is as follows: "April 23d, 1856, Sir, We beg to inclose the form of tender for the supply of infantry accoutrements, and in reply to the pencil memorandum attached to the same most respectfully decline to sign it for the following reasons: that we never had entered into such engagements, believing the system to partake far too much of the character of a speculation than of fair trading; by fair trading we mean supplying such articles as are required of a proper quality and at a remunerative profit. The system of enforcing penalties for non-performance when you do not even state the quantity that you require is, in itself, sufficiently unfair to deter any parties, who desire to pay their way or preserve their reputation, from entertaining such offers, &c. (signed) *William Charles Cater & Co.*" That was my first answer to the tender.

1729. You allude to a pencil memorandum; have you a copy of that pencil memorandum?—I have not, but I can tell you the purport of it. It was a request that I should answer, aye or no, whether I would fill that tender up, or whether I would sign that tender. It was written across it on the face of the thing; it was a sealed tender that had been sent to me, and I was asked in the pencil memorandum to sign it, or to assign my reason for not doing so, and this was the letter I wrote at that time in which the pencil memorandum was returned enclosed.

1730. Will you read your second letter?—It is dated September 30th, 1856. "Sir, We have to acknowledge the receipt of a tender for the future supply of head-

head-dresses for cavalry, and after much consideration given to the matter, we feel obliged to decline competing for the supply thereof. We do this, however, very reluctantly, as we by this step relinquish the chance of making supplies for regiments which have patronised us for nearly half a century; but the system of open tender is, we are convinced, the forerunner of two great social evils, namely, reckless trading, and the depreciation of the fair remuneration of the employed; principles which we have ever held in great distaste. Humbly apologising for thus intruding our views upon your notice, which may be deemed irrelevant, we remain, &c., (signed) *William Charles Cater & Co.*"

1731. Colonel *North.*] Were you ever directed not to tender in consequence of bribes which you were obliged to offer to the Government officials?—No.

1732. You do not know, of your own knowledge, that such a thing took place?—No.

1733. *Chairman.*] Is there any objection to the system of inspection now practised?—I have a very strong objection to having any goods inspected by persons who are paid only to find fault; they seem to me to be valued according to their exceeding amount of vigilance.

1734. Viscount *Duncan.*] Have you ever had any goods inspected at Weedon?—None; I have not ever supplied any.

1735. Under the old system were your goods not subject to the same stringency of inspection as under the new one?—Under the test of wear they were certainly; that was vigilance enough.

1736. *Chairman.*] Under the present system of inspection if you had an appeal, would you then tender for the supply?—It would alter my views very materially if I had a competent source to which I could appeal.

1737. Would you object to supply all articles required in your line, subject to the approval of a Board of Officers, with an engagement on your part to replace them if they were found defective after a reasonable time?—I should not have the slightest objection to that.

1738. How long would you submit the wear of your articles?—I should think from four to five months; I should be quite ready to submit to that.

1739. Sir *Charles Napier.*] Before you were paid?—Yes. Under the old system I should say that our goods always went in as much as three or four months before we got our money. If the supplies were delivered by the 1st of April, or a month or six weeks previously to that, we never obtained any money upon that supply till the 15th of July.

1740. If after they were supplied and put in wear for three or four months the colonel of the regiment found fault with them, who was to decide whether he was right or you?—The matter was referred, in the shape of a complaint, to the Board of General Officers.

1741. Did you understand that that Board of General Officers was to be final, or was it subject to a trial after they had given their opinion?—Our practice has been that if their decision was adverse to us we considered their judgment to be final, and replaced the things they condemned, or if we should demur to such a thing as they decided, we should lose the patronage of the regiment in future; that was the penalty we paid.

1742. Viscount *Duncan.*] Were your goods submitted to the judgment of any practical persons?—Yes; I conceive that the regiment would always employ practical persons.

1743. I understand you to say that you would not object to the goods being submitted to a Board of General Officers; can you tell me who are the practical persons in the Board to whom the goods are submitted?—The complaint was submitted to a Board of General Officers.

1744. Did they call in practical persons to assist them?—No.

1745. Colonel *North.*] The old system was that a Board of general officers was held upon the goods when they came, and if the goods were bad they were returned to the contractor?—Yes; a Board of officers.

1746. Sir *Charles Napier.*] Suppose the things wore badly, what did you do?—We replaced them.

1747. Would you replace them after they had been worn for some weeks?—Yes.

1748. Lord *Claud Hamilton.*] Have not you been accustomed for many years to execute large orders for the service?—Yes.

1749. So that you have a name in the trade which you would wish to retain?—Yes.

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1750. And you obtained that good name by the system upon which your goods were submitted to wear and tear, and upon which your goods were subjected to a practical body of men?—Yes; my impression of a practical man is this, that the Board of Officers upon the clothing arriving in the regiment never arrived at their conclusion till the tailors or shoemakers, or the other tradesmen in the regiment, had had a look at the things.

1751. Viscount *Duncan.*] Were those men members of the Board?—No.

1752. Lord *Claude Hamilton.*] You apprehend that the officers composing the Board consulted them?—No doubt; I believe that no Board came to an opinion without consulting the tradesmen of the regiment, and the wearers of the things.

1753. That being the old system under which you got a good name in the trade, I understand that you feel a disinclination now to tender arising from the fact that you do not like the process of examination now existing, as you have not that confidence in its being fair that you should have, and that is the reason why, not wishing to risk your good name, you are disinclined to tender?—Yes.

1754. Mr. *Baring.*] With the addition of the other reason that you think the system of open tender creates speculation in trade as well?—I have a great abhorrence of it.

1755. Viscount *Duncan.*] If I understand the expression in the letter you have read, you object to the present system, as being likely to produce reckless trading, and to deprive you of your fair remuneration; is not that so?—Yes.

1756. Will you have the kindness to explain those terms?—I would deem "reckless trading" to be putting me in competition with persons who will take all the contracts that offer, but who possibly care little how they perform them. I could give an instance from some of the War Office Returns. I find in this paper, which is a Return printed the 17th July 1855, on the Army Clothing in the Crimea, one firm taking 65 contracts, of which 23 had no time for delivery stated. This is what I term a reckless trader.

1757. Viscount *Duncan.*] Was that during the war?—Yes.

1758. Sir *Charles Napier.*] What was that for?—I cannot say. I am merely stating the facts. The same party executed six to the time specified, and 36 were behind time.

1759. Colonel *North.*] Were they much behind time?—I do not know. He was charged upon seven of the 36. That is my specimen of reckless trading, where a man undertakes 42 contracts, and has only the ability to execute six. My impression is, that another man who had a better knowledge of what trading was would not have done such a thing; they would not have made the lowest offer, because they would have known that it was impossible, under those prices, to perform them.

1760. *Chairman.*] Do you think that some men would undertake those contracts at those charges?—Yes.

1761. Viscount *Duncan.*] Will you name the firm to which you have alluded?—I would rather let the Honourable Members gather it from this report. I think it is personal to ask me to name any one more nearly than that.

1762. Now, with regard to the other expression which you used, namely, "fair remuneration," will you explain to me what you mean by fair remuneration in the trade?—Such as to enable me to pay my people an honest amount of wages per week, and to get a remuneration above the cost price of my labour and materials, to exist upon.

1763. Do I understand you to say that you think it is impossible for any person contracting, under the present system, to pay an honest amount of wages?—I can tell you that it is the practice, under the present system, to get things far below their value, as far as labour is concerned.

1764. Do they furnish the articles below their proper value to the department?—Yes.

1765. Sir *Charles Napier.*] Are they inferior articles?—I do not say that.

1766. Viscount *Duncan.*] Is the article inferior, or equal to the other article?—I cannot state myself.

1767. *Chairman.*] Do you know the system at present with regard to the orders that emanate from the War Department?—I believe the understanding is, that everything shall be put up to open tender.

1768. Is that performed?—I should say not on all occasions.

1769. Viscount *Duncan.*] Is that the case?—No, not on every occasion, because I am doing work now for the department which I believe has not been

put

put up to open tender; neither do I think you could put it up to open tender successfully.

1770. *Chairman.*] How did you receive your order to supply those articles; did you make a tender, or were you written to?—I have been written to for an estimate of what the expense would be: I have sent that in, and I have obtained an order to do it.

1771. Can you get a fair profit for yourself to pay your workmen?—Exactly; but that order is not put with a penalty for non-performance, and it is not upon that form of tender that the things are delivered at Weedon to undergo inspection.

1772. Vicount *Duncan.*] If I understand you rightly, you do not object to a tender, but to a portion of the tender under the present system?—I object to sign any tender imposing penalties.

1773. How do you furnish articles to the War Department?—By naming the price I will undertake to do the work at.

1774. Is not that a tender?—I look upon a tender to be the form, as it is well known here, containing large penalties. They are fenced round about as though the department were dealing with a set of persons who did not seem as if they could possibly be honest.

1775. Sir *Charles Napier.*] You object to that?—I object to the moral principle involved in it.

1776. Do you object to any penalty whatever either as to time or quality?—I object to any penalty whatever beyond the loss of my own reputation, and sending my goods back.

1777. I think you said that under the former system the goods which you supplied were examined by a Board of Officers?—They were examined first on my premises before leaving, by either the Deputy Adjutant-general or the Deputy Quartermaster-general, who compared them with the duplicate sealed pattern that I had received from the Board of General Officers. Their object in comparing them was to see that I was supplying the right style of article, and, as far as they could judge, by taking things from all parts of the supply, that they were as good as their own pattern.

1778. Were not the things after this examination of the officers sent abroad to regiments?—Yes.

1779. Were they examined when they got to the regiment, and then rejected or received?—Yes.

1780. If they were rejected, were they sent back to you?—I should hear of the circumstance; and if it was upon a trifling matter, they would not have been sent back to me if I could replace it. The question whether it was worth the carriage would be a consideration to me; but it would all fall upon me.

1781. Had you an appeal?—I had an appeal to the Board of General Officers in London.

1782. Was not that the Board who first examined them?—That was the Board that first granted me the duplicate pattern.

1783. Do you mean to say that you were never paid till the accoutrements had been in use two or three months?—Never.

1784. Supposing they sent the things back, had you no appeal against their sending the things back?—Yes.

1785. What was your appeal?—To the Board of General Officers.

1786. Was not it the Board of General Officers who sent them back?—The Board of General Officers was the Board of appeal.

1787. You say that the accoutrements had been worn for three months, and that if they did not wear well they were at liberty to send them back?—They were at liberty to report that to the Board of General Officers, who would call me to account for the why and the wherefore of it, and expect me to replace those things or have them put right.

1788. At your own expense?—At my own expense, which only once in my time has occurred.

1789. And you were obliged to comply with that, or your reputation would have suffered?—Precisely so; it involved in that instance a journey to myself if I did not have the things back: they were in Cork.

1790. Suppose the regiment was abroad, what happened then?—I have not had an instance; but if I had sent them to a regiment abroad, I should have been equally liable to the loss.

1791. Had you any appeal at all?—To the Board of General Officers; I was satisfied with their decision.

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1792. Viscount *Duncan.*] Do I understand you to say that your goods were inspected before they went out by the Deputy Adjutant-general?—Yes.

1793. Were the goods ever returned after being sent out?—I had no instance of a return.

1794. Do you think that the Deputy Adjutant-general had any practical knowledge of caps or accoutrements?—I should presume every military officer has a certain amount of knowledge of caps and accoutrements, especially when he has attained to the rank of Deputy Adjutant-general.

1795. *Chairman.*] What are the articles you are now supplying?—The repair of the bear skin caps for the Guards.

1796. You have undertaken that by this system. The Government wrote to you to state the price?—They asked me for the price to put those caps in proper condition.

1797. And you gave your price?—Yes.

1798. You are under no penalties whatever?—No.

1799. Had you originally made the caps?—Not the whole of them.

1800. Before the new system, did not you furnish the battalion of Guards that you now refer to?—No.

1801. *Chairman.*] What is the largest number of regiments of cavalry and infantry that you ever furnished in one year?—I should think not above seven altogether.

1802. Mr. *Liddell.*] You have stated that you think that the present system tends to encourage speculation and reckless trading, and you have defined reckless trading as the trading of persons who take all the contracts, and care little how they perform them?—Yes.

1803. In your opinion, does not the certainty of goods being subjected to the examination and inspection of competent practical men in itself, tend to make the trader extremely careful as to the quality of goods he supplies?—I should think it would.

1804. What is the meaning of your saying thaat those parties take tenders as they are offered, and do not care how they perform them?—I find that persons who have done largely with these contracts generally trade very recklessly, and often get into the Gazette as bankrupts.

1805. Do you think that that is not the amount of protection the Government is entitled to claim for the service?—It is a matter for question between the traders and Government, whether the traders would subject themselves to it.

1806. Lord *Claud Hamilton.*] Would you subject yourself to it?—No; I have already declined it.

1807. You would decline to submit your goods to the inspection of practical persons?—To the inspection at present carried on without any appeal from it.

1808. A respectable firm like your own have a feeling of soreness in your own mind at a suspicion being cast upon your goods, by being subject to this sort of inspection which makes you object to the system?—I do not see my way confidently to a profit upon it.

1809. Is not there a soreness in your mind at the idea of a suspicion being cast by this rigid inspection to which your goods are subject, and that you will not tender under the present system?—There is no soreness in my feeling.

1810. Colonel *North.*] Is there any reason for a respectable tradesman declining to contract merely because the Government are obliged to lay down certain rules, so as to guard themselves against being imposed upon?—My feeling is that my reputation would not be enhanced by taking those contracts.

1811. Viscount *Duncan.*] Would you be surprised if you heard that respectable persons in the trade are willing to tender for the Government under terms you object to?—Many highly respectable persons in the trade have entered into them, and have been bankrupts.

1812. Have all persons who have tendered with the Government and contracted with the Government become bankrupts?—No.

1813. Mr. *Westhead.*] Have a serious number become bankrupt?—No.

1814. Is there any striking case?—Yes.

1815. Did the man contract very largely with the Government?—Yes.

1816. Viscount *Duncan.*] How many houses are you aware of who have become bankrupt in consequence of entering into contracts under the present system?—I know of one large house, in my particular branch of business.

1817. Do you know more than one?—No.

1818. Colonel *North.*] What has become of the man who took those 65 contracts; is he a bankrupt?—No.

Mr. *W. C. Cater.*

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1819. Mr. *Westhead.*] Is it your impression that he gained or lost by the contract?—My impression is that it was not carried out properly; he was only fined on seven of the cases. There were 36 failures, and he was fined upon seven.

1820. Is it your impression that he was fined on too many, or that he was fined on too few?—He was not kept to his bargain.

1821. Are you prepared to state that he was not kept to his bargain in those instances?—I only judge by the return.

1822. Mr. *Westhead.*] Was it stated in any authentic form that loss accrued to the service by reason of that contractor having undertaken too large a number of contracts?—Not to my knowledge.

1823. Colonel *North.*] Were the contracts all for the same sort of things, or were they all different things?—They were for all sorts of things; every thing, very nearly.

1824. Viscount *Duncan.*] I understood you to say that the party who undertook those contracts was not a bankrupt in consequence?—He was not a bankrupt.

1825. *Chairman.*] There is a great difference in the price of shakos at present; do you tender for shakos?—No.

Jovis, 18° die Junii, 1857.

MEMBERS PRESENT.

Colonel Boldero.	Mr. Monsell.
Viscount Duncan.	Colonel North.
Colonel Gilpin.	Mr. Philips.
Lord Claud Hamilton.	Mr. Puller.
Mr. Liddell.	Mr. Browne Westhead.

COLONEL BOLDERO, IN THE CHAIR.

George Dalhousie Ramsay, Esq., called in; and Examined.

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1826. *Chairman.*] HAVE you the means in the Tower of passing clothes?—Yes.

1827. How is it that you employ Messrs. Howell & Company to do that work?—Because at present we have not the means at the Tower of packing and shipping the regimental clothing. Messers. Hayter & Howell's establishment is only to be continued until the Weedon establishment is brought up to London, which will be next year.

1828. Viscount *Duncan.*] You are about to build, are not you?—We are about to build, and we are about to bring the whole of the Weedon establishment up to London, and then we shall be enabled to pack and ship the clothing ourselves.

1829. You are merely in a transition state?—Yes.

1830. Mr. *Monsell.*] What proportion of the clothing is packed at the Tower, and what proportion is packed and shipped at Messrs. Hayter & Howell's?—All the clothing that was formerly supplied by the colonels is packed at Messrs. Hayter & Howell's.

1831. That is the whole of the regimental clothing?—That is the whole of the regimental clothing.

1832. How does it happen that there is not sufficient means at the Tower for packing and shipping clothing?—Simply for this reason, that as it is decided that the Weedon establishment is to be brought up to London, it has been thought hardly worth while to press the Tower people to do it at present.

1833. Have you a shipping department at the Tower?—Yes; I believe they have.

1834. Is the shipping department over-worked?—I believe that they have quite enough to do with the Tower stores, and particularly at this moment. They certainly would have broken down from the enormous quantity of stores that were shipped for China, if they had had the shipping of the regimental clothing as well. The Tower people could not have done it.

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1835. Was not the establishment at the Tower an establishment which did ship enormously during the time of the war?—It never shipped regimental clothing.

1836. Did it ship a great many things that are not shipped now?—Yes.

1837. *Chairman.*] Did not it ship the great coats and the colonial clothing?—The great coats and the colonial clothing were shipped at the Tower.

1838. Mr. *Monsell.*] During the time of the war the shipping department at the Tower shipped an enormous number of things; why could not the establishment now ship those things?—The space at the Tower is very small, and if they had to ship the regimental clothing there would not be room at the Tower to store the clothing. The storehouses at the Tower now are as full as they can be.

1839. Colonel *Gilpin.*] Are the Committee to understand that there was not sufficient space in the Tower for the purpose, nor had you sufficient hands?—Certainly.

1840. *Chairman.*] Under the old system, did not the colonels of the regiments ship their own clothing?—Yes.

1841. At present, do not you pack all the goods at Weedon?—None of the made-up clothing is delivered at Weedon, it is delivered at Mark-lane, and shipped where it is packed; the system was altered so as to avoid the carriage of the goods back to Weedon, for re-issuing, therefore we issue them now from Mark-lane; but we are now in a state of transition, and the establishment at Mark-lane will be abolished altogether in the course of next year.

1842. Do you intend to give up Weedon as a public department?—We intend to give up Weedon to be used for general store purposes.

1843. Mr. *Monsell.*] Who is the superintendent of the shipping department at the Tower?—I am not aware who he is.

1844. It was stated distinctly in the House of Commons that the Messrs. Hayter & Howell's establishment would not be got rid of till there was sufficient room at the Tower, is that so?—Messrs. Hayter & Howell's establishment will cease to exist when the Weedon establishment is moved up to London.

1845. Colonel *North.*] With regard to the issue of boots to the Grenadier Guards, the 1st battalion received 913 pairs, of which 114 were rejected by the regiment; from the 2d battalion no returns have been received. The 3d battalion received 913 pairs, out of which 301 have been rejected by the regiment. I have here some of those boots; will you examine them, and state the circumstances under which they were received?—I do not see the Government mark upon these boots.

1846. Where is the Government mark placed?—The Government mark is near the heel, it is a W. D., and a small broad arrow; I doubt extremely whether those boots ever came from the War Office stores; and I observe, also, the mark upon them is Hebbert and Company. Hebbert and Company supplied the Grenadier Guards under the old colonel's supply. I am inclined to think those boots were never received into the Government stores, I hardly think it possible that those boots were ever issued from Weedon.

1847. Lord *Claud Hamilton.*] If they were issued from the Government store they would be issued at a cost of 10 *s.* 4 *d.*?—That depends upon the price paid for them.

1848. Colonel *North.*] For those 301 pairs of boots authority has been received from the War Office to charge 8 *s.* 6 *d.* for 293, and 8 *s.* 4 *d.* for eight pairs. Can you state why that has been done?—I think, as far as my memory serves me, that a certain number of trial boots were issued to the Grenadier Guards, and that among those trial boots were what we call metallic peg boots; they were issued entirely as an experiment, and although the metallic peg boots have gone to pieces, the material is still as good as ever; the regiment reported accordingly, and the War Office have allowed the sum of 5 *s.* 6 *d.* to repair those boots and put them in order.

1849. Mr. *Liddell.*] Do I rightly understand you, that it is in contemplation to do away with all the existing storehouses that there are at Weedon, and to transfer the whole thing to Deptford?—All the Weedon storehouses will revert to what they were originally intended to be, which was a large reserve store.

1850. Colonel *Gilpin.*] With regard to those metallic peg boots, do you say that the material is still good?—Yes.

1851. In what way do you suppose that they will be used?—They will be sewn together in the usual manner, I presume; the commanding officer reported that

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that he could make the boots up in the regimental workshop at 5 *s.* 4 *d.* or 5 *s.* 6 *d.* a pair.

1852. Was it intended that for those boots, supposing them to have been issued from the Government stores, the public were to be charged 5 *s.* 4 *d.* a pair?—I wish to explain about those boots; that 18 months ago, when great complaints were received about the boots issued to the army, Lord Panmure ordered 50,000 pairs to be purchased from the best boot manufacturers in the country, at a very high price; and each of those boot manufacturers was allowed to make the boots after his own idea; and those 50,000 pairs have been received, and they have been distributed throughout the whole army, and when we get a report from the different regiments we shall fix upon a standard boot for the whole army, and the metallic peg boots were a portion of that supply.

1853. I understand that those boots were issued at a cost to the public of 10 *s.* 4 *d.*?—I believe that was the price.

1854. That they have turned out remarkably bad, and that the public were to pay for their repairs 8 *s.* 4 *d.* a pair; is that an erroneous impression?—I think so.

1855. Colonel *North.*] What I understand is, that the soldiers are to be charged at 5 *s.* 6 *d.* for them, and that the Government would pay the difference between 5 *s.* 6 *d.* and the loss that they sustain?—The soldier will not be charged; the public will have to allow the sum of 5 *s.* 6 *d.* to the commanding officer to put those boots in repair.

1856. Are they not ammunition boots?—Yes, those boots were issued as an experiment.

1857. Colonel *Gilpin.*] Presuming that those boots were issued by the Government, and that they have been passed by their inspectors, but have turned out badly, would not the loss fall upon the Government?—Most undoubtedly.

1858. Do you conceive that those boots which have been shown to you were not issued by the Government?—I do not think they were issued by the Government; at least I am very much mistaken if they were, because they were supposed to be taken into wear on the Queen's birthday; and I do not think it is possible that any pairs of boots, after such a short period of wear, could have required a totally new footing to them.

Mr. *Arthur Crocker,* called in; and Examined.

Mr. A. Crocker.

1859. *Chairman.*] WHAT position do you occupy?—I am managing clerk to Messrs. Hebbert & Company.

1860. Colonel *North.*] Will you have the kindness to look at those boots and see if they are all from your establishment (*several pairs of boots being shown to the Witness*)?—Yes, they are.

1861. Do you know when those were delivered?—Judging by the marks on them, I should presume that they were part of the supply which we delivered under contract to the War Department at Weedon.

1862. When were they delivered?—About four or five months ago I should fancy.

1863. Were they delivered to the Guards on the 1st of April?—I am not aware when they were delivered to the Guards.

1864. Colonel *Gilpin.*] Do you believe they were delivered to the Government stores at Weedon?—By the marks of them, I should say that they were part of 5,000 pairs of boots, made by a process called Mr. Doyle's process; we made them at his suggestion.

1865. Viscount *Duncan.*] Can you state positively that they were a part of that contract?—I can.

1866. Will you tell me how you recognise them?—I saw many of the boots in the men's hands before they had been worn.

1867. Did you see those pairs that are here in the men's hands before they were worn?—I cannot say that I saw those four pairs.

1868. Colonel *North.*] You saw a quantity of boots of the same kind?—I saw a quantity of boots of the same kind.

1869. *Chairman.*] What was the price of those boots per pair?—Ten shillings.

1870. Colonel *North.*] Can you in any way account for the present state of those boots?—It was not at our suggestion that Mr. Doyle's patent process was used.

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1871. At whose suggestion was it done?—I am not aware. He was referred to us from the Ordnance Office to carry out his patent.

1872. Colonel *Gilpin.*] Will you state the period at which he was referred to you?—Without reference, I can hardly state that.

1873. About what time was it?—I should think it first began about the Autumn of 1855. We made the supplies in 1856.

1874. Colonel *North.*] What was supposed to be the advantage of Mr. Doyle's process?—We are not aware. It was not approved of by us.

1875. How came you to have anything to do with it?—Mr. Doyle managed the contract himself, and we were the makers to whom he transferred the contract.

1876. If you were the makers, how do you account for these boots being in this state?—Mr. Doyle wished to try them, and he was referred to Messrs. Hebbert and Company, who made up the boots. He was responsible for the patent; that is to say, for the dressing of some description that he subjected the leather to, before it was made up.

1877. Does this process require no sewing?—I fancy the other part of the leather is on the welt, and that the material with which they were sewn has perished by that process.

1878. Were they soled too by the same process?—They are, under the same process; the upper part of the leather is on the welt; the leather was sewn altogether, but the sewing has perished; it has happened from no other cause that I can see. The opinion of our people when they made them up was that they would not wear.

1879. Did you report that opinion to the Secretary of War?—No, I did not.

1880. Mr. *Phillips.*] You received the order to make those boots from the Government, and you executed the order, did you not?—Yes.

1881. Your instructions were that they were to be made under Mr. Doyle's patent?—Yes.

1882. Colonel *North.*] Was Doyle or Messrs. Hebbert responsible to the Government?—We were responsible for the make of the boots, but Mr. Doyle was responsible for the process.

1883. Mr. *Liddell.*] When the Government first gave the contract for those boots, did the Government stipulate that they should be made according to Mr. Doyle's process?—Yes; that was mentioned in the terms of the contract.

1884. Viscount *Duncan.*] With whom was the contract made? Was it made with Messrs. Hebbert or with Mr. Doyle?—With Messrs. Hebbert and Company. The contract paper that we signed stated that the boots were to be made on Mr. Doyle's process.

1885. With whom was your contract made?—With the Government.

1886. Was it between you and the Government?—Yes.

1887. Mr. *Monsell.*] How many pairs of boots were made by that process?—About 2,000 in the first instance, and then 5,000.

1888. Were the 2,000 found successful?—I believe they are all in wear at the present time.

1889. When were the first 2,000 supplied?—I cannot say exactly, from memory; I fancy during the year 1855.

1890. Were they at once put into wear?—I am not aware of that.

1891. Do you know whether they wore well?—I am not aware.

1892. Do you know why it was that the Government decided upon ordering 5,000 more; was it from the success of the first 2,000?—It was in consequence of some trial boots that were sent down to the camp at Aldershot having been reported upon.

1892*. Were they reported upon favourably?—I believe so.

1893. Viscount *Duncan.*] Do you know who made the report in favour of them?—I am not aware.

1894. Lord *Claud Hamilton.*] Could you produce a copy of the terms of the contract?—I can. I have not it with me.

1895. And in that shall we find that it is specified that they must be made upon Mr. Doyle's patent process?—Yes.

1896. Colonel *North.*] Do you know the way in which he dressed the leather?—It was quite a secret, and it is so at the present time.

1897. You said, in answer to a question which I put just now, that Messrs. Hebbert's house thought that it would not answer; was not that so?—Yes.

1898. Upon

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1898. Upon what ground did they form that opinion?—We did not like the appearance of the leather after it had been steeped in this material.

1899. With regard to these boots that we have here, not only have the upper leathers failed, but the soles have completely come away; is that from Mr. Doyle's process?—It was more particularly the soles that were under Mr. Doyle's process.

1900. Lord *Claud Hamilton.*] Do you consider that the process has destroyed the thread?—Yes, as well as the leather. There are still stitches to be seen.

1901. *Chairman.*] What is the nature of the patent of Mr. Doyle?—I am not aware; it is quite a secret.

1902. Mr. *Monsell.*] If the state of the boots be, as you say, due to the application of the liquid which Mr. Doyle's patent required to be applied to it, why is not the whole of the leather all round affected?—I cannot answer that question; but I should say that it would all go.

1903. Colonel *North.*] Did you entertain this bad opinion of the boots before you completed the first 2,000?—It was the opinion of our people that they would never answer.

1904. But still you never reported that to the Secretary of War?—No, we did not; it is not our business to do so.

1905. Mr. *Philips.*] Is it your business to report upon patents or improvements to the Secretary at War?—Not at all.

1906. Lord *Claud Hamilton.*] Therefore, entertaining that opinion, if you had been left to your own will, you would not have used it?—Certainly not.

1907. But being obliged, by the terms of the contract, you did use it, foreseeing that the boots would probably be bad from that circumstance?—Yes.

1908. Mr. *Liddell.*] What is the date of the invention of Mr. Doyle's process?—I should think about two years ago.

1909. Colonel *Gilpin.*] Was not the contract direct between Messrs. Hebbert and the Government?—Yes.

1910. With the understanding that the boots were to be made up of leather that had undergone Mr. Doyle's process?—Yes.

1911. *Chairman.*] What was the cost per pair?—Ten shillings the first contract, the other is not in my memory.

1912. Colonel *Gilpin.*] Was the whole of the leather to undergo that process; the soles as well as the other leather?—The soles more especially; the upper leathers were to be dressed on the outside only.

1913. Mr. *Liddell.*] Did the fact of the leather having undergone that process increase the expense?—We had to pay a royalty to Mr. Doyle.

1914. Lord *Claud Hamilton.*] You sent your leather and received it back from him when it had gone through the process of his patent?—Yes.

1915. Mr. *Philips.*] Had you to pay him something for the use of his patent?—Yes; we had to pay a royalty.

1916. *Chairman.*] Were those boots inspected by the Government inspector?—Yes.

1917. And passed?—And passed.

1918. And paid for?—And paid for.

1919. (To Mr. *Ramsay.*) Will you have the kindness to give the Committee any information which you possess with regard to Mr. Doyle's patent?—The history of Mr. Doyle's patent is simply this: Mr. Doyle had a process which he was confident would be a great improvement in boots, and he asked the Government whether he might be allowed to make 200 or 300 pairs; 200 or 300 pairs were made, and sent down to Aldershot, and were tried by the regiments, and a favourable report upon Mr. Doyle's patent was sent to my office by General Knowles. Upon that report the Government ordered 5,000 pairs as a portion of the experimental supply, which is now in course of delivery to the troops, and which, in fact, has been issued as part of this year's supplies.

1920. Colonel *Gilpin.*] Did all the boots undergo the same process?—No; only 5,000 pairs.

1921. Have they all been issued?—Yes.

1922. *Chairman.*] Had you any returns from the regiments as to these boots?—Merely from a regiment of the Grenadier Guards.

1923. Mr. *Philips.*] Do you know whether the privates have complained of those boots since they have been in use?—Only the Grenadier Guards.

1924. Have the private soldiers in the regiments complained to their superiors?—Yes.

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1925. Colonel *Gilpin.*] At whose loss will those boots be furnished?—Those boots were part of the experimental supply. When the 50,000 pairs of experimental boots were ordered, 5,000 of those were ordered to be made by Mr. Doyle's process, and, of course, if the experiment fails the public must bear the loss.

1926. Will Messrs. Hebbert be responsible for the wearing of those boots?—We have represented to Messrs. Hebbert that the boots have failed entirely in material and workmanship, and called upon them for a rebate.

1927. Mr. *Philips.*] It has been stated in evidence that the viewer has viewed those boots; when the viewer had viewed those boots that Messrs. Hebbert had furnished to the Government, they were paid; is not that so?—Certainly.

1928. Then they did not answer for their wear?—Not at all.

1929. Colonel *Gilpin.*] The boots having passed the inspection of the Government officers, will not the loss fall upon the public?—The loss will fall upon the public; but if those boots had been made in the ordinary way as ammunition boots, and if they had failed in the manner that these boots have failed, the Secretary of State would never think of employing Messrs. Hebbert again to make boots for the army.

1930. Mr. *Liddell.*] Is not it the fact, that two parties share the responsibility in this case; the person who prepares the leather and the trademan who makes it up; and that the consequence of that is to shift the blame from one to the other, so that you cannot fix it upon either?—The Government only look to Messrs. Hebbert to fulfil the contract; they do not look to Mr. Doyle at all.

1931. Lord *Claud Hamilton.*] The Committee have understood that if a thing has once passed the viewers and inspectors, and afterwards fails, you could not go back to the contractor; are we to understand from you that instead of punishing the viewer, you would strike Messrs. Hebbert's house off the list?—No; what I say is this: when boots have once passed the inspector, we have no legal claim upon the contractor; but as every man is liable to error, if those boots turned out very bad, the Secretary of State certainly would not feel justified in employing the contractor again.

1932. Would not you also take in hand the conduct of the viewer who passed them?—Certainly.

1933. Mr. *Liddell.*] Do you know whether Messrs. Hebbert, when they first received the order to make these boots from leather thus prepared, made any remonstrance to the Government, and whether they suggested that they would not undertake to guarantee these boots?—No. It would be far better for the Committee to summon Mr. Doyle. Mr. Doyle would explain the arrangements made between him and Messrs. Hebbert.

1934. Colonel *North.*] Does Mr. Doyle reside in London?—He does.

1935. Is he a bootmaker?—No; but if he is summoned, he will explain the whole arrangement between him and Messrs. Hebbert.

1936. Mr. *Liddell.*] Were the Government informed that Messrs. Hebbert had some suspicions in their own mind that this preparation would not answer?—No such suspicions were ever brought to the notice of the Government.

1937. Colonel *Gilpin.*] Previous to that order, had not the Government had a trial?—Yes.

1938 Would not it have been better to have made the contract with Mr. Doyle, and made him responsible, instead of Messrs. Hebbert?—There is great difficulty, because Mr. Doyle was not a bootmaker. Mr. Doyle will be able to explain it much better himself, if he is summoned.

1939. Mr. *Philips.*] Supposing Messrs. Hebbert, or any other contractor, in sending in their supply, were to be paid within 10 per cent., upon the understanding that if the boots turned out badly in wear, this 10 per cent. would be deducted, would a plan like that be objectionable?—I think the objection to a plan like that would be, that it would increase the price of the article.

1940. Why?—Because, of course, the great object of the contractor is to get ready money.

1941. Would he not get ready money within 10 per cent.?—Yes; but 10 per cent. would be a large sum of money.

1942. Colonel *North.*] If it turned out that the failure was not owing to Mr. Doyle's process, but the bad workmanship of Messrs. Hebbert, would the Government have any hold upon them?—No legal hold whatever.

1943. Mr. *Liddell.*] May I ask you what Mr. Doyle is?—If you will summon Mr. Doyle he will explain all that himself.

1944. How

1944. How many pairs of boots were supplied, which were made by this patent?—I believe there were 5,000 ordered.

1945. Have you discontinued that process?—We have not received all the reports yet; it depends upon the reports which we receive whether we shall continue or discontinue that process.

1946. Are boots being made for the army upon that process?—No, certainly not; since we have received the whole of the supply under Mr. Doyle's process.

1947. We have it in evidence that 50,000 pairs of boots were supplied by the order of Lord Panmure, the prices having been altered from 8*s.* 6*d.* to 10*s.*, and that they were the best boots that were ever issued; do these boots form a component part of that amount?—I believe they do.

1948. What was the gross amount of the experimental supply?—Fifty thousand pairs of experimental boots were ordered, of different descriptions, and this supply of 5,000 pairs of boots, made on Mr. Doyle's process, forms a portion of the 50,000.

1949. Were all those 50,000 pairs of experimental boots divided into different sets, made upon different systems in order to ascertain which was the best?—Yes; and they have been sent to all parts of the world.

1950. Lord *Claud Hamilton.*] But that has increased the price?—Yes.

1951. Mr. *Liddell.*] Have you had any complaints of any others of those experimental boots besides those under discussion?—No; with the exception of the metallic peg boots, the reports received upon the boots are very favourable.

1952. Viscount *Duncan.*] How long have those experimental boots been issued?—Only since the 1st of April last.

1953. Mr. *Philips* (to Mr. *Crocker*)]. Do you supply accoutrements?—Yes.

1954. Have you taken any contract with the War Department since the new system came into operation?—Yes; we took a contract in March 1855 for about 15,000 sets, and we had an order upon the same contract for 60,000 sets in the following June.

1955. Are they for the regular army?—Yes.

1956. Are you aware of any further supplies being made?—I am aware that there were contracts given during the same year for about 60,000 sets, to others in the trade.

1957. Under the old system were not the accoutrements formerly paid for by the colonels?—Yes.

1958. Were any accoutrements supplied to the regular army during the years 1854, 1855, and 1856, otherwise than by contract?—The accoutrement makers supplied the several regiments for the years 1854 and 1855, direct to the packers, and from thence to the regiment.

1959. Was that done by public tender?—No, it was by an authority from the Secretary at War to the agents to order the accoutrements of the former makers under the colonels; and in the last year, 1856, a contract was sent out by the director of contracts to the same makers.

1960. Have the War Department provided themselves with a very large supply?—Yes; the accoutrements that are supplied to the Tower are in excess of the requirements, I should fancy.

1961. *Chairman.*] Have any of those accoutrements been sold since the peace?—Yes, I believe some of them.

1962. Have any fresh contracts been made since peace was proclaimed?—No, not that I am aware of.

1963. In Mr. Ramsay's evidence, in 1856, question 240 is as follows:—"Can you state to the Committee how that supply was obtained?" He is alluding to the Land Transport Corps. "It was obtained, in the first instance, thus:—Colonel M'Murdo ordered from Messrs. Hebbert and Company; the prices charged by Messrs. Hebbert and Company from the first supply were 20*s.* 4*d.* for the tunic, 10*s.* 7*d.* for the trowsers, and 6*s.* for the hat. When another supply was required, the Government went to a contract by competition." That is the answer. Then question 241 is, "That was before the clothing department was brought into operation, and those are the prices at which the articles were then procured." And the answer is, "Yes; but when we went to competition, we obtained the tunics at 16*s.* 4*d.*, the trowsers at 10*s.* 4*d.*, and the hats at 2*s.* 8*d.* instead of 6*s.*" Will you account for this difference?—With respect to the hats the supplies were not identical. Those supplied by us were larger, and

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they weighed more; and we included in our charge a set of German silver numerals and letters; and there was a cockade, japanned to match the eight facings of the divisions of that corps; and our supply was also shaped and blocked and lined by London hatters. It was superior in every way.

1964. Do you mean to say that it was of another quality?— It was not different in quality, but it was more costly altogether.

1965. It is also in evidence that the price of the infantry caps supplied under the old system was 7*s.* 6*d.*, while that obtained by public contract has been 5*s.* 6*d.*; can you give us any information why there is this great difference?—The price which we charged the colonels never exceeded 7*s.*; the difference of 1*s.* 6*d.* arises from the fact of the manufacturers of the felt and the brass ornaments, and other things, reducing their prices to us, in consequence of the severe competition that has taken place under this new system. And I think if we add the seven and a half per cent. that we charge the colonels for interest of money for 18 months credit, it will, in a great measure, account for the difference.

1966. Is your name upon the official list?—Yes.

1967. Were you written to with respect to the supply of the caps under the new system?—We had a letter from Mr. Ramsay, the assistant-director of clothing.

1968. Did you send in a tender?—We sent in a price.

1969. What was the price?—I am not aware at the present moment. I think it was 6*s.* 6*d.*

1970. Was an offer made to you to supply the whole army, or only the regiments which you had been in the habit of supplying?—Only the regiments that we were in the habit of supplying.

1971. Were the offers to other contractors general, or were they specific like yours?—I am not aware of that.

1972. Mr. *Philips.*] Had not you a circular sent to you just as any other contractor would to supply the army?—It was not a contract.

1973. Could not you have tendered if you liked?—Yes; it called upon us to say at what we would supply the regiments with the caps for the ensuing year.

1974. Was not it the same sort of notice that was sent to anybody else who wished to supply in opposition to you?—It was not the usual tender paper from the contract office.

1975. Lord *Claud Hamilton.*] Was the offer of the tender made to you confined to the regiments which you had previously supplied, or did it enable you to offer to contract for the whole army?—We did not understand that we were to contract for the whole army.

1976. Was it limited in your apprehension to the regiment which you had previously supplied?—Yes.

1977. Viscount *Duncan.*] Did I rightly understand you to say that you furnished clothing for the Land Transport Corps?—Yes.

1978. Did you ever hear of any complaint that was made with respect to the clothing that was furnished by you to the Land Transport Corps?—Only so far as this, that the next supply should not be of the same cloth, as it was not considered to answer.

1979. Did you hear of any other complaint that was made with respect to any clothing which was furnished by Messrs. Hebbert & Company to the Land Transport Corps?—No other.

1980. Lord *Claud Hamilton.*] Have you supplied the whole of the clothing to the Land Transport Corps during the whole time that it has been in existence?—We supplied the first issue of 2,000 suits upon the first levy of the corps.

1981. Have you supplied them since?—We have supplied 1,000 suits by contract to the War Office.

1982. Are not you aware that some other clothiers have also contracted and sent out clothing for the Land Transport Corps?—Yes, several.

1983. Colonel *Gilpin.*] In 1854 were you extensively engaged in furnishing clothing for the Militia force?—Yes, the Militia force.

1984. And the accoutrements?—We did not furnish the accoutrements.

1985. Did not that clothing undergo the examination of a Board when delivered to the regiments?—Yes.

1986. Were not you paid for that clothing by the Government, and not by the colonels, at the Government price?—Yes.

1987. Was

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1987. Was any of that clothing complained of or returned upon your hands?—No.

1988. Have you any contracts in hand now for clothing?—We have a contract for the Cape Mounted Rifles to make up the clothing.

1989. Have you a contract for the Marines?—Yes.

1990. They are 15,000 strong; how many thousand have you contracted for?—We have the whole of the contract for the Marines.

1991. Do you object to giving the price at which you furnished that supply?—I am not aware of the price at present.

1992. Will you furnish the Committee with the price of the tunic and the trousers and cap, or do you object to do it?—We should rather not do it, as it is likely to be put up to public tender in the course of a few months.

1993. Viscount *Duncan.*] Do I understand you to say that you have executed a contract for Marines?—We are at present doing it.

1994. Has any portion of that contract been rejected?—Several portions.

1995. Has much been rejected?—To a considerable extent.

1996. To what extent?—To the extent of some 6,000 suits.

1997. Out of how many?—Out of 10,000.

1998. Six thousand suits have been rejected out of 10,000 furnished?—Yes.

1999. What was the cause of their rejection?—If the Committee will allow me, I will read a letter to the Comptroller of Victualling upon that subject, it will explain it; it is as follows. "Having learnt the result of the inspection by the Board of Officers appointed to survey the clothing for the Royal Marines ordered by your letters of the 24th of February and the 12th of March, we beg leave to state, we are not satisfied with the decision they have come to for the following reasons; 50 serjeants' tunics, divisional in materials, have been received, and 35 serjeants' tunics divisional made up, have been rejected, although made up of the same cloth and linings as those received; 10 drummers' tunics, divisional in materials, have been received, and 25 drummers' tunics, divisional made-up, have been rejected, although made of the same cloth and linings as those received; 500 privates' tunics, divisional in materials, have been received, and 1,000 privates' tunics, divisional made-up, have been rejected, although made up of the same cloth and linings as those received; five artillery serjeants' tunics in materials have been received, and five artillery serjeants' tunics made-up have been rejected, although of the same cloth and linings as those received; 70 divisional and artillery serjeants' white waistcoats, in materials, have been received, and five divisional serjeants' white waistcoats, made-up, have been rejected, although cut from one of the same pieces of cloth as did pass for those in materials; 500 privates' white kersey jackets, materials rejected for quality of kersey, although precisely the same as 66½ yards that passed inspection on the 14th April; 1,000 pairs privates' trousers, divisional in materials rejected for black gray cloth, although this cloth is acknowledged to be superior to the sealed pattern; 2,400 yards duck, for 800 frocks, rejected; this rejected merely for being callendered, which effect would be removed immediately on its being taken into wear. We beg leave to remark that we were complimented on the superiority of the making-up of our clothing, and that the decision of the Board is founded entirely on the quality of the articles, which articles, you will perceive by the above remarks, were passed when delivered in materials. Two of the members of our firm attended at Deptford, in the hope of being able to point out to the Board the erroneous conclusions they had arrived at, as shown in our remarks, but were not allowed an interview. As we are prepared to substantiate the discrepancies pointed out, as well as to prove that the black gray cloth is superior to the sealed pattern, we beg respectfully to appeal against the decision of the Board, and to solicit a re-examination of the articles rejected, either by the official inspectors of clothing at Weedon, by a Board of arbitrators selected from men in the trade, or by a Board composed of the Government officers from Weedon and clothworkers." And the reply of the Comptroller is dated 13th of May 1857, and is as follows: "Having laid before the Lords Commissioners of the Admiralty your letters of 30th ultimo and 8th instant, I have to acquaint you, that your request that the articles of clothing for Royal Marines tendered under your contract which have been rejected, may be re-examined, cannot be complied with; and I request that you will forthwith remove from the Victualling-yard at Deptford such of the articles in question as may now be lying there."

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2000. What were the prices of that clothing?—I have not them with me at present, but they were low.

2001. Mr. *Philips.*] Is not the contract at a price taken by the Government and accepted?—Yes.

2002. The price was agreed upon between you and the Government?—Yes; the prices for the Marines are seldom made public. That will be up to contract again in a few months.

2003. *Chairman.*] If a dispute arose under the old system, between a contractor and a regiment, to whom was the appeal made?—To the Board of General Officers.

2004. Was that generally considered by the contractors as a fair and equitable court to decide all matters in dispute?—In every instance; we have never had to complain.

2005. If you should appeal now, who decides the question?—The inspector.

2006. Do you object to the system of inspecting now?—Certainly; we have no appeal.

2007. You object in consequence of not having an appeal?—We object in consequence of not having an appeal.

2008. Mr. *Liddell.*] You used to supply under the old system. Do you find, or do you see reason to anticipate that under this new system you will have more clothing rejected than you formerly had under the old system?—We shall have more rejected.

2009. Is it a matter of fact, that during the short period that the new system has been in operation, you have had in proportion more rejections than under the old?—We have not supplied any clothes under the new system.

2010. Why do you anticipate that you will have more rejections?—We are entirely in the hands of the inspectors, and taking an illustration from other things that we have sent down to Weedon, we conclude that at any time they have a doubt, they will reject them.

2011. Do you think that that is in consequence of the articles being submitted to the examination of really practical persons in the trade?—Not at all.

2012. What is your reason for supposing that there are more rejections under the new system than under the old?—I believe that they are, as I may say, vexatiously severe in their inspections, and they reject articles that would do as good service as any that they take.

2013. Colonel *Gilpin.*] Do you think that they exercised great severity in passing these boots which have been produced to the Committee?—I have no doubt that the inspectors were not able to state what would be the result of the wear of those boots; they looked very well.

2014. Is the leather good?—The leather is the best that can be had.

2015. Viscount *Duncan.*] Do I rightly understand you to say that you give the preference to the old system, in comparison to the new, because you consider that there was an appeal to a Board of General Officers under the old system, and that there is no such appeal under the new?—Yes.

2016. Was there any further appeal to the Adjutant-general, under the old system?—The Board of General Officers, in every instance, decided whether we should make the supply over again or not.

2017. Was there any appeal to the Adjutant-general under the old system?—I am not aware. He had not the deciding of the question. There were many references made to him; but it was always left in the hands of the Board of General Officers to decide whether we should make the supply over again.

2018. What is the nature of the references which were made to the Adjutant-general under the old system?—I am not aware. I believe that all complaints went first to the Adjutant-general; and if they were matters of complaint about clothing, they were referred to the Board of General Officers.

2019. Then do I rightly understand you to say, that the complaints were sent by the Adjutant-general to the Board of General Officers?—Yes.

2020. All complaints in the first instance went to the Adjutant-general?—Yes.

2021. Will you have the kindness to tell me who are the partners in the house of Messrs. Hibbert & Company?—Mr. Nathaniel Gould, Mr. Charles Bishop, Mr. King, and Mr. James Dowie.

2022. Lord *Claud Hamilton.*] Has the house with which you are connected a contract for making up clothing for the Guards?—Yes.

2023. Is

2023. Is the cloth supplied for that purpose all of the same quality?—No.

2024. What proportion of the whole quantity is of an inferior quality?—We have received enough cloth to clothe the three battalions of Grenadier Guards of the superior cloth, and also nearly to complete the clothing of the Coldstream Guards; and the remainder of the cloth that we have been obliged to use is of rather an inferior quality.

2025. Who supplied that cloth?—The contractors' name upon the cloth we have received, is Messrs. Isaacs, Campbell & Company.

2026. Is that the inferior, or the superior cloth?—The inferior cloth.

2027. How much per yard is the difference in value between the two descriptions of cloth?—I should think there is about 2*s.* a yard difference.

2028. Have you completed this contract?—We have not completed it yet.

2029. Can you produce before this Committee clothes made from the two descriptions of cloth?—Yes.

2030. When you made this contract were you aware that there would be two different qualities of cloth sent you?—No, certainly not.

2031. Was there anything in the specification which led you to the conclusion?—No.

2032. Mr. *Liddell.*] What were the prices of those two descriptions of cloth?—I am not quite aware of the exact price; but I believe they were 8*s.* 9½*d.* and 10*s.* 6*d.*

2033. Is the superior cloth 10*s.* 6*d.*?—The inferior cloth, I believe, is 10*s.* 6*d.*, and the superior 8*s.* 9½*d.*

2034. Is not there considerable difference in the width between the two?—No, they are of the same width.

2035. Did I rightly understand you to say that the inferior cloth is 10*s.* 6*d.* and the superior cloth is 8*s.* 9½*d.*?—Yes; I am speaking from memory only.

2036. Viscount *Duncan.*] Did you furnish the cloth to the Government?—We did not.

2037. Do you know the prices of the cloth which was furnished to the Government?—Only from its being patent to the trade that these were the prices.

2038. Are you prepared to state, from your knowledge, that those were the prices?—I am aware that for one cloth 10*s.* 3*d.* was paid to the manufacturer, and that it had to come through another agent. That I know of my own knowledge.

2039. Mr. *Liddell.*] You have stated that there is a difference of 2*s.* a yard in the prices of the two articles, and you have also given me to understand that the superior cloth is nearly 2*s.* less in value than the inferior cloth; is that correct?—The prices that I have named to you, I believe to be the prices that the Government have paid.

2040. Viscount *Duncan.*] Are you aware that those were the prices that the Government paid?—I do not like to state certainly so; but it is patent to the trade that those were the prices.

2041. Are you prepared to state that those were the prices paid?—I believe that those were the prices, and I have means of knowing it.

2042. Are you prepared to state that those were the prices paid for the cloth?—Yes.

2043. Lord *Claud Hamilton.*] Has your attention been called to a statement which Mr. Ramsay made in his evidence in 1856, that if the artillery made their own clothing there would be a saving, under the new system, of 14,000*l.* a year?—I have seen it stated in the evidence given in 1856, and I have tried to make a calculation upon the subject; but I fancy that there is rather a loss than a saving by making up the clothing at the regiment.

2044. Do you believe that that saving would be effected?—I should clearly say, certainly not.

2045. Have you ever seen this document (*Paper No. 5 being shown to the Witness*)?—No, I have not.

2046. Can you point out any apparent error in that calculation?—I see that the tunic cloth is stated at 7*s.*; now, the cloth that the Artillery at present are wearing is certainly above 8*s.* in price; therefore that 10 per cent. upon the total cost of the material, the first saving in obtaining the articles in large quantities from the different manufacturers by contract, of course would have to be deducted.

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2047. Viscount *Duncan.*] There is added on the other side an increase of 2*s.* 7*d.*; does that alter your opinion?—I see that there is 6,000*l.* deducted for the superior cloth which I was mentioning, which will reduce the saving now to 7,800*l.*; and this saving, I fancy, is not correct, as I see here put down for clothing, prices at which I know that none but regimental tailors could make them up.

2048. Viscount *Duncan.*] Will you state what they are?—The tunics at 3*s.*, and jackets at 2*s.*, and trousers at 1*s.* 3*d.* The clothing could not be made up at those prices.

2049. Are you prepared to state of your own knowledge that clothes could not be made up at those prices?—I am aware of the prices that are paid at Woolwich, and they certainly are considerably more than those.

2050. Lord *Claud Hamilton.*] Do you think that it is fair in the calculation to take the pay of a soldier as adequate pay for a tailor, or do you think that a sufficient allowance is made in the calculation?—Certainly not; the allowance for making is put in the statement; but the price which is put down is that of a regimental tailor, whereas if the clothes were made by civilians more would have to be paid, therefore the soldier's cost to the Government will have to be added to this calculation.

Charles Bischoff, Esq., called in; and Examined.

C. Bischoff, Esq.

2051. *Chairman.*] YOU are a partner in the firm of Messrs. Hebbert & Company?—I am.

2052. Viscount *Duncan.*] Will you have the kindness to state to the Committee who are the partners in the firm of Messrs. Hebbert & Company?—Mr. Nathaniel Gould, myself, Mr. James Dowie, and Mr. Edmund King.

2053. Are those all the partners in Messrs. Hebbert & Company's house?—Yes; they are all the partners in the house. If it is at all requisite, I can state that there is a sum of money belonging to the late Mr. Dowie's family, but his representatives are not partners; those are private arrangements which are perfectly immaterial. The family of the late Mr. Hebbert also holds money; but those are subjects of purely private arrangements between ourselves.

2054. *Chairman.*] Do you object to sending to the Committee a statement of the prices that you charged to the colonels for the clothing and caps that you furnished to the regiments of the line in old times?—I am not aware that we should object to that, provided we were allowed to send in at the same time an explanatory statement, showing the difference between the old clothing and the present clothing.

2055. Do you know the prices at which the new pattern clothing is now being supplied to the War Department?—Personally, I should prefer that these questions were asked either of myself or of my clerk after we had been previously prepared upon the subject; because, individually, I have not the details of the figures with me; my clerk, Mr. Crocker, has an account with him to-day; but he was rather called upon unexpectedly at the moment; he is, at all events, prepared to answer these questions, whether to-day or any other day.

2056. Would you object to give the Committee an estimate of the price at which you would supply the new pattern clothing for infantry regiments?—We should not object to give to any Member of the Committee the prices at which we would undertake to do anything; but if the prices that we give to you are to be made public, so that any parties may be able after that to come and say that they will do it at a halfpenny less, of course we object to that.

2057. Mr. *Philips.*] It was stated by your clerk, Mr. Crocker, that you had sent in 10,000 suits to the Marines, and that of these 10,000, 6,000 were rejected as not being exactly as they should be; and he seemed to wish to lead to the inference that they have been rather unjustly rejected; will that be a serious loss to you?—At the present moment the whole supply is a loss, and we are fined 3,700*l.* over and above the loss of the material; the loss at the present moment is over 7,000*l.*

2058. Mr. *Liddell.*] Is that fine inflicted upon you in consequence of the terms of the contract?—Yes.

2059. Lord *Claud Hamilton.*] Do you think that if there was an appeal you would be able to justify the articles that you sent in?—We were perfectly satisfied

fied that we were in a position to go before a jury upon the question. If any merchant or anybody else had given us the same order, and the same contract, and it had been disputed, we would have been in a position to go before a jury, and, we believe, should have gained our point; but by the terms of the contract there is no appeal whatsoever, and we cannot bring an action against the Queen, except by petition of right to recover our money.

2060. Mr. *Liddell.*] Could this have occurred in former days, when you supplied the clothing upon totally different terms?—The course always pursued in the event of complaint (I am far from saying that we have not had complaints under the old system) was, that whenever the Board of officers assembled, and the regimental clothing was condemned, the contractor made it good. One instance I happen to know of; but it is a solitary instance in our house, when the whole regimental clothing was a failure, and the house immediately made it good.

2061. Viscount *Duncan.*] Are the contracts more strict under the new system than they were under the old system?—The terms of the contracts with the War Department now, as compared with the War Department under the old system, are rather more stringent in some respects, but rather better in other respects. The terms of payment are better than they used to be. What we complain of now is, that in delivering the goods, we are completely at the mercy of the party who is called the inspector, and his judgment is final, and we are not allowed to explain. In regard to the marine contract, Mr. Gould and I attended at Woolwich with our foreman from Leeds, a man who could give all details required, with a view of explaining, and also for the purpose of receiving information in what respect we were wrong, and we were not allowed to go into the room; we were refused admission, and upon that, of course, a letter was written; it was a very strong letter; a piece of cloth was accepted, and the coat taken out of that identical piece of cloth was rejected because of the quality.

2062. Was an appeal provided under the terms of the contract?—No, and there we are beaten, of course, at law. The terms of the contract are these: that the goods are to be delivered at Deptford within two months after receiving the requisition, and that if they are not approved of by the proper surveying officer, they are to be rejected and removed within 10 days.

2063. Were there better terms in the contracts under the old system than in those under the new system?—Certainly not; in my time we never had contracted with the marines before; this is our first contract with the marines.

2064. I understood you to say, in answer to a question put to you, that the terms of the contract under the new system were, in some respects, better than under the old system; is that so?—I was speaking of the contracts with the War Department, and not of the contracts with the Admiralty; it is not under the same Board.

2065. Is the form for the contract for the Admiralty different from the form of the contract with the Secretary for War?—Yes, it is.

2066. Which contract is the most stringent?—That of the Admiralty.

2067. Mr. *Liddell.*] You stated just now, that in some respects, the terms of the new contract are more favourable to you than the old, and that with regard especially to the payment; did the payment under the old system depend upon any particular trial of the goods furnished?—No, not in the contract with the Ordnance; I will illustrate what I mean at once. In the year 1855, we had a very large contract for the supply of accoutrements to the Board of Ordnance, then called the War Department, and other contracts; the War Department owed our house 120,000 *l.*, which we were kept out of for more than six months from causes which of course it is impossible now to explain, which we felt a very serious grievance, money at that time being worth in the city over six per cent.; but now we get better paid.

2068. Under the old system was not there a system of credit?—There were great delays in passing the goods, and in inspecting them; that would always be the reason why the certificate was not got out.

2069. At present are the payments all ready money payments?—They are very much improved.

2070. Viscount *Duncan.*] Are more goods rejected under the new system than under the old system?—The whole business is changed now; we had very little indeed done by contract formerly. There was no clothing done by contract, at least

least the principal part of the regiments of the line were not clothed at all by contract. Our house had, at one time, as many as 38 regiments of the line to clothe, and to furnish accoutrements for 45 more, and we had over 50 regiments of the line that we supplied with caps, and we had no trouble. With reference to that question I wish, as it is my duty to do, to explain the connexion of Colonel Charles Wetherall with our house. Some four or five years ago our correspondence was of so large a character, and of such an extent, that we required assistance; and Colonel Charles Wetherall, at the time being out of employ, came to the house without any terms, or any stipulations for any remuneration, leaving to us to say what he should receive to undertake to assist us in the correspondence, and in that character alone has any person of the name of Wetherall any connexion with us.

2071. As far as your experience goes, are more goods rejected under the old system or under the new system?—I would take one case which I have some little practical knowledge of. In the year 1854, when the old system prevailed at the Tower in regard to boots, I have known, I think, quite as many rejections under the old system as under the present. But, at Weedon, that has not been our experience, we have lost so much money by the boot business that we have quite given it up, as far as our house is concerned; but there is Mr. Gotch, a name perfectly well known, who has become bankrupt since July, by reason, as we are told, of his rejections at Weedon.

2072. Are you prepared to state that that was the reason of his bankruptcy?—The assignees say so.

2073. Had you ever a contract for supplying foraging caps for the marines?—I should prefer that that question should be asked of Mr. Crocker.

2074. Mr. *Philips.*] You do not take the every day work of the business?—I do not.

2075. Colonel *Gilpin.*] When you supplied clothing to the soldiers, when the clothing did not wear for a certain time, did it not return upon your hands?—We have occasionally had to make it good; if, at the end of 10 or 12 months, the clothing was not satisfactory, and the soldier himself, to whom the coat then belonged, had reason to complain of it, we should lose that colonel's employment for the future. All that we ask for is, to be held responsible for our own goods; we have no objection whatever to that.

2076. Mr. *Philips.*] You are of course aware that, in inspecting cloth, it is almost impossible for any man to tell exactly what the quality is, and that it will depend to a certain extent upon the wear hereafter. Supposing that the contractor should receive 90 per cent., and the remaining 10 per cent. when it has been proved that the article is sound, and good, and serviceable, and wears well, would such a system as that work beneficially, in your opinion, or would it not?—As far as our house is concerned I am satisfied that we should have no objection whatever, for whoever the contract was with, whether the regiment or the Government, to retain a larger per centage than 10 per cent. or not to pay us for six months' time.

2077. Would not your price have to be made accordingly?—There would be some difference in the rate of interest put upon it.

2078. Would such a system as that work beneficially for all parties?—It would be quite acceptable to us.

2079. *Chairman.*] Can the quality of cloth be detected by any means equal to that of the wear?—I should say not. I believe the only real test is the wear.

2080. The inspector of scarlet cloth at Weedon has told us that he can detect bad wool or shoddy down to 10 per cent., but that beyond that he cannot go. What is the difference in price between a pound of wool that has been used before and made up into new clothing, which is termed shoddy, and a pound of new wool?—There is 70 or 80 per cent. difference, I should suppose; but the quality of the wool may be detected by almost anybody. A person of course can say whether a cloth is worth 7*s.* 6*d.* or 7*s.* a yard by the quality of wool it is made with. But the Yorkshiremen differ very much whether 10 per cent. is a low per centage, and some of them maintain that shoddy, if it does not exceed 10 per cent., is an advantage; but of course the Committee can have any of the Yorkshire manufacturers before them. With regard to these low goods, such as the black gray trousers, the general impression is that it rather improves the appearance of the cloth than deteriorates it; it gives a substance

substance and body to the cloth in its handling if it does not exceed that amount.

2081. Colonel *Gilpin.*] Do you think the mixture of shoddy an improvement?—Some parties insist that in low qualities it is an improvement; if cotton is put in it is bad. But the shoddy thickens up the wool.

2082. *Chairman.*] Suppose a manufacturer undertakes to supply a department with trousers cloth, and the amount of the contract being 100,000 *l.*, and the terms being, that they are to be made of pure good wool, and he substitutes 10 per cent. of bad wool, what would he gain, the cloth being 10 *s.* a yard?—Our house are manufacturers ourselves, and we take every precaution we possibly can to prevent anything approaching to refuse or shoddy being used in any way; but of course you are obliged in large orders to get some goods wove out and made out of doors, and some may get in, and our people say that the handling of them is better.

2083. Do you think that it is no great injury to the public if the inspectors at Weedon cannot tell if there is 10 per cent. bad wool in the cloth or not?—I do not think it is.

2084. Lord *Claud Hamilton.*] As you have stated that a small admixture of shoddy is considered rather to improve the cloth, could you state to the Committee in what proportion you refer to?—Not exceeding 10 per cent.

2085. Mr. *Puller.*] Although you think it an improvement, you do not introduce it in the manufacture?—No; because the printed specification is pure wool. We had printed specifications for pure wool, and the pattern we were to work by was cotton warp.

2086. Lord *Claud Hamilton.*] From whom did that pattern come to you?—The War Department; I have it with me now.

2087. Mr. *Puller.*] Did I rightly understand you to say that your main objection to the present system was, that if there were any goods rejected, you were not allowed to give any explanation?—That is not the case at Weedon, for the officials there have, as far as we are personally concerned, and I believe as regards the contractors generally speaking, for the last six or eight months met us more like tradesmen, and have pointed out what they considered were defects, giving us an opportunity of remedying those defects; but as to what was rejected at Deptford, I do complain.

2088. Do you object to the decision being made by the inspector as a fit and qualified person to decide?—The present people at Weedon, I believe, as far as we know, are duly qualified to examine the cloth; but as a matter of justice, and upon principle, in any case either side ought to be able to call in somebody else in the event of a dispute, because Messrs. Hoile or Hebdon, or any of the people at Weedon, may reject the cloth which we deem quite equal if not superior to the pattern; therefore, we think it would be only right that some third party should be called in to give an opinion.

2089. Mr. *Philips.*] Is not it the practice, when there is a dispute among large mercantile firms, to call in an arbitrator?—Yes, I believe it is invariably the case. There are people in London, with regard to cloth, who are concerned as referees, and who are well known; and if we were delivering goods to be shipped to Australia, and any dispute arose, we should call in Mr. Vanderplank or Mr. Perrott, or certain people that we know.

2090. Mr. *Puller.*] Is not the referee generally a person agreed upon between the parties?—Yes.

2091. Had you any voice in the selection of the Board of General Officers to whom the appeal lay before?—No.

2092. Were not they named by the Government?—I believe the Board of General Officers were always appointed at the Horse Guards.

2093. Did they strictly bear the character of referees?—No; but we were allowed to be heard before them.

2094. Is not your real objection rather to the fact of your not being heard, than to the nature of the tribunal to which you are referred?—Yes; for instance, as to the contract for the Marines at Deptford, we asked that they should go to Weedon, to the Government inspector there, he being an impartial person; but they would not consent to that.

2095. *Chairman.*] Do you think that the want of an appeal inflicts great injury upon the trade?—Such treatment tends to drive parties out of the market entirely.

2096. In the contract for the Marines, have you a double process, the cloth being first inspected, and afterwards the clothing; or is there a contract for the clothing at once?—A portion of the Marine contract is required to be delivered in materials, and the other portion made up; and as each requisition comes in, a portion is in materials and the other made up.

2097. After the portion in material is passed and inspected, can it be condemned afterwards, when made up?—It has been, as we say, unfairly.

2098. Is that your ground of complaint?—It is.

2099. Mr. *Liddell.*] May I ask you whether that clothing, of which so large a portion has recently been rejected, was part of the clothing which was specified to be made of pure wool?—I cannot speak off-hand, without reference to the Marine contract; but I have no doubt that it is specified to be pure wool. Mr. King and myself were down at Leeds two or three times upon the subject, seeing to the making of this cloth; and so far as any mortal man can endeavour to make it of pure wool, we have endeavoured to do so.

2100. Lord *Claud Hamilton.*] Have you yet had the reason assigned for its rejection?—We have not got any reason, beyond saying that it was not equal in quality.

2101. Mr. *Philips.*] Was not the answer that was read by your clerk the official answer that you received?—That was the answer.

2102. That is the only answer that you received in a matter in which was involved 7,000 *l.*?—Previous to writing that letter we had written other strong remonstrances; but we only got the same kind of answer.

2103. Viscount *Duncan.*] Is not there an appeal at present from the inspectors at Weedon to the Secretary at War?—We should no doubt appeal, and we should write to the Secretary at War, if we had any very serious complaint from Weedon.

2104. Are you generally satisfied with the system, as far as Weedon is concerned?—As far as Weedon is concerned, it is working much more satisfactorily than it was at the first commencement.

2105. What are your complaints with respect to Deptford?—If we could get out of our contract by the forfeit of our bond alone, and they would let us off the 7,000 *l.*, we should be very glad to do so; we gave a bond for 3,000 *l.*, which we are ready to pay to be off the contract.

2106. Mr. *Philips.*] After that, would you make any more contracts with Government?—Certainly not upon any such terms as our present ones.

2107. Colonel *Gilpin.*] Have you now the contract for caps which was referred to just now?—This is the tender paper for caps; the cloth of which the above caps are to be made is required "to be of fast dye, and manufactured from pure sound wool;" that is what the paper says. The parties are to tender upon that paper, and to give an engagement that they will make it according to pattern. The Committee can see the pattern (*producing the same*), with cotton warp cloth. The contractor, therefore, if he complies with the printed requisition, cannot compete, of course, in the price.

2108. Mr. *Puller.*] Did I rightly understand you to say, that besides a loss of 7,000 *l.* upon one of these contracts, you have been fined 3,700 *l.*?—No; that includes the fine.

2109. What is the fine for?—For non-delivery at the time specified. We having delivered, and the goods being rejected, we are fined so much per cent. for non-delivery.

2110. If the goods are rejected is it considered a non-delivery?—Yes; we have to pay, in addition to that, any price that the officials may give another party for the materials.

2111. *Chairman.*] To what extent is that contract?—The printed paper does not say.

2112. What is the date of that?—The 27th of May. The contract is dated since that, the 4th of June, the present year.

2113. Viscount *Duncan.*] Did I rightly understand you to say, that you thought that the advantage of the old system, as contrasted with the new, was the inspection of the Board of General Officers under the old system, which you have not under the new?—No, I would not say so much as that. I preferred the old system very much, because we had little or no trouble comparatively speaking. We always had an opportunity of rectifying any mistake or any complaint that existed.

2114. Then it was not because your complaints were referred to a Board of General Officers that you preferred the old system to the new?—It was seldom that any complaint really went to the Board of General Officers.

2115. Mr. *Philips.*] Who did the complaints go to?—The lieutenant-colonel of the regiment. If his quartermaster or the captains of companies had reason to complain, they wrote to our house directly, and if there was no objection to it, we made it good, and rectified it without its going any further.

2116. Viscount *Duncan.*] Who were the referees in such a case as that between you and the lieutenant-colonel?—There was no reference; we submitted to the dictation of the parties because they made it out fairly, and it was our duty and interest to make the thing correct if there was any justifiable complaint.

2117. Colonel *Gilpin.*] Otherwise you would have lost the contract?—Otherwise we should have lost the contract.

2118. Viscount *Duncan.*] In the case of the contract, with regard to the Marines that you have spoken of, was not that submitted to the Board of Marine Officers, assisted by men of the dockyard?—It is submitted to a Board of Marine Officers appointed by the Adjutant-general of Marines. I think that is the course.

2119. Is that the course which you are now complaining of?—That is the course which we are now complaining of.

2120. *Chairman.*] Do the Government ever break their contracts; suppose you had an advantageous contract with the Government to the amount of 10,000 *l.*, and the Government did not want the article, would they say to you that they did not mean to take the supply?—I do not think that has occurred in our house.

2121. Has it ever occurred with other parties?—I presume that I ought not to give evidence of what I hear.

2122. If such a transaction did take place, where would the appeal rest?—I suppose there would be no appeal at all, except to the Lords of the Treasury.

2123. Lord *Claud Hamilton.*] I understood you to say, that the reason you preferred the old system was, that there was a practical test of your goods, and that there was no secret about the decision upon them?—Yes.

2124. And that now many of those objections are speculative, the person who examines them saying that in his opinion they would not wear, whereas under the old system you had the coat produced, and you had a practical proof of the article?—That is exactly what we contend; we contend that no examination of cloth can by possibility, however qualified the man may be, be so good as the test of wear.

2125. The one is a speculative test, and the other is a practical test?—Just so.

2126. Mr. *Philips.*] I understand you to say, that you like the old system, because you had a personal interview with the colonel of the regiment, and you generally submitted to his decision without any trouble?—I am not aware of any instance in our establishment of a complaint being made that was not, to a certain extent, a justifiable complaint, and which we immediately remedied.

2127. But now, when you go to Weedon, the person who arranges with you is more a person in a subordinate situation, not a man of the same character and standing as the colonel of a regiment; is that so?—According to the rules, no contractor is admitted within the walls of Weedon; I believe those are the rules. But when an objection has arisen, the contractors have been allowed, in the presence of the heads of the departments, Mr. Elliott and Mr. Hoile, to be present, and to have explanations given; and generally speaking, as far as we have been concerned, those explanations have been satisfactory.

2128. Mr. *Liddell.*] When you go on those occasions to Weedon, are you confronted, in the presence of the superior, with the inspectors themselves?—Generally speaking, I believe so; I have not personally been concerned.

2129. Mr. *Puller.*] Under the old system was not the decision, to which you say you almost always submitted, the decision of the colonel of the regiment?—The lieutenant-colonel, he is the senior officer; but we have had an instance of a Board being called to consider the subject, and have had it decided against us. I only know of one instance of that.

2130. *Chairman.*] Could not the general officer of the district, when he made his half-yearly inspection, condemn the clothing, although it had passed the lieu-

tenant-colonel and his officer?—I could not answer that question; I am saying what is the practice. Before the clothing was ever sent to the regiment it was always inspected by the officer in London appointed by the Horse Guards; but that was not a rigid manipulation of every jacket and every coat, it was always looked over; we could not send the clothing to the regiment until it had been looked over.

2131. Upon the half-yearly inspection by the general officer he addresses the regiment in these terms: "Men, have you any complaints?" If some of the non-commissioned officers stepped out, and said "Yes, sir, we complain of our clothing;" would not that general officer immediately report the same to the Horse Guards, and would not the contractor be called upon to give some explanation as to it?—Yes, most unquestionably.

2132. Is not the present system this: do not the Government make the contracts for clothing, and are they not the sole arbitrators of it?—It is so.

2133. Lord *Claud Hamilton.*] Do you mean to say that any amount of contracts could be instantly taken if they were made upon principles that the trade understands?—Just so.

2134. Your complaint is of vexatious reductions, which you would be glad to appeal to a jury or a referee, but you have no such remedy?—We have no such remedy.

2135. Viscount *Duncan.*] Might not you provide such a remedy under the contract?—I think not.

2136. Why not?—Because a subject cannot bring an action against the Queen.

2137. Colonel *Gilpin.*] Is not it sent from the department, and you have no power to make alterations?—No, we have no power to make alterations.

2138. Lord *Claud Hamilton.*] Do you believe the trade to be generally dissatisfied with this new system?—As far as my information goes they are so; very much indeed.

2139. And do you believe that that feeling tends to discourage competition?—It has brought into the market a certain quantity of competition; whether that will be serviceable to the Government or not is doubtful, because there are all kinds of people coming forward as competitors now for making army goods, who were not heard of before.

2140. Had not they equal opportunities under the old system of competing?—Perhaps not. Of course, whenever a tender was put out, they had; but in regard to the army formerly, the colonel, or the lieutenant-colonel of the regiment, appointed their own clothier.

2141. Mr. *Puller.*] Has not your house a great reputation and connexion?—Yes, we have.

2142. Colonel *Gilpin.*] Did not you furnish the militia in 1854?—Yes.

2143. By order of the colonels?—Yes.

2144. A sealed pattern being sent to you from the War Office, and the price being sent to you, and the bill being paid by the Government, and not by the colonels?—Yes; the bill was paid by the Government.

2145. Was there any complaint of the clothing that you furnished to the militia under those circumstances?—I do not recollect any.

2146. Viscount *Duncan.*] As far as your experience goes, has competition increased or decreased under the new system, as compared with the old?—Unquestionably there are more people now tendering than used to tender formerly; and a great many, I think, of those who used to tender, and take contracts formerly, do not take them now, and would not take them.

2147. What is the reason why you think they would not take them now?—Because the inspection is not conducted upon a fair and proper system.

2148. Then is the reason that contractors will not tender now, because the inspection is more severe under the new system than under the old?—It is not more severe, but more unfair than it was of old; because of severity, if I understand the meaning of the term right, no contractor will ever complain.

2149. What are the general reasons why they are more dissatisfied now than they were formerly?—Because there is much greater difficulty in getting the goods passed, and rejections are made which are considered to be too often frivolous and vexatious.

2150. Lord *Claud Hamilton.*] And therefore the old houses with established characters do not like to go through that ordeal?—They do not. When we are driven

driven to run the thing very fine, the expense of sending the goods there and back is very serious; it takes away all our profit. *C. Bischoff*, Esq. 18 June 1857.

2151. Viscount *Duncan.*] Do you contract at present with the War Department yourselves under the present system?—I think there is one contract which is not yet finished.

2152. You have taken contracts, as far as I understand, under the present system yourselves?—We have.

Lunæ, 22° die Junii, 1857.

MEMBERS PRESENT.

Colonel Boldero.	Colonel Gilpin.
Mr. T. G. Baring.	Mr. Philips.
Lord Claud Hamilton.	Colonel North.
Viscount Duncan.	Sir John Hanmer.
Mr. Liddell.	Mr. Brown Westhead.

COLONEL BOLDERO, IN THE CHAIR.

Mr. *Robert Gwyn*, called in; and Examined.

Mr. *R. Gwyn.* 22 June 1857.

2153. Viscount *Duncan.*] WHAT situation do you occupy in the War Department?—I am principal clerk in the Contract Branch.

2154. Have you the price-book of the War Department with you?—I have.

2155. Have the goodness to state the contract prices of the cloth furnished to the Foot Guards in July 1856?—Referring to the book, I find that 8,000 yards were supplied at 9 *s.*, and 3,000 yards at 9 *s.* 5 *d.* per yard.

2156. By whom was that cloth furnished?—Both quantities should have been furnished by Messrs. Pollard & Co.

2157. Was it furnished by them?—Part of it only.

2158. For what reason did they furnish a part only?—Because they failed in their supply of the remainder.

2159. To whom did the War Department apply upon the failure of Messrs. Pollard & Co. to complete their contract?—Messrs. Isaacs.

2160. *Chairman.*] What proportion of the 1,100 yards was supplied by them?—Six thousand yards were supplied by Messrs. Pollard.

2161. Viscount *Duncan.*] Have the kindness to state to the Committee the prices of the cloth furnished by Messrs. Isaacs & Co. in November 1856 and February 1857?—In November 1856 they supplied 2,500 yards at 10 *s.* 4 *d.*, and a further quantity of 2,500 yards in November 1857 at 10 *s.* 6 *d.*

2162. Are you certain, on reference to the books, that those were the prices paid by the Government for that cloth?—Quite certain.

2163. If it has been stated by a witness that the prices paid for that cloth were 10 *s.* 6 *d.* for the one quantity, and 8 *s.* 9½ *d.* for the other, is that statement contrary to the fact?—It is not correct that 8 *s.* 9½ *d.* was paid; 10 *s.* 6 *d.* was paid upon 2,500 yards supplied by the Messrs. Isaacs.

2164. The difference, therefore, in the price of the cloth supplied by Messrs. Isaacs & Co. and Messrs. Pollard & Co. did not amount to 2 *s.* a yard?—It amounted to 1 *s.* 3 *d.* and a fraction, taking the average prices of the cloth supplied by Messrs. Pollard and Messrs. Isaacs.

2165. Can you inform the Committee why Messrs. Isaacs & Co. were employed to supply the cloth?—They were strongly recommended by Colonel Moncrieff, who had had the cloth in wear.

2166. Lord *Claud Hamilton.*] State what in your opinion was the texture of the cloth supplied by Messrs. Isaacs at 10 *s.* 6 *d.*?—I am unable to give any opinion on the subject of the quality of the cloth, and I must refer to the inspectors upon that point.

2167. You are connected with the contract branch of the War Department?—Yes.

2168. Do you see the specifications that are issued by that department?—I may sometimes see them, but I do not necessarily see them.

Mr. *R. Gwyn.*

22 June 1857.

2169. Viscount *Duncan.*] Who is the proper officer to speak to that?—The Director of the Clothing.

2170. Lord *Claud Hamilton.*] In whose department are the patterns which accompany the specifications?—In that of the Director of Army Clothing.

2171. One party has to look to the terms of the specification, and the other has to decide the quality of the pattern which accompanies it?—No; the Director of Army Clothing prepares the specification, and his officers examine the stores which are delivered, to see that they are in accordance with that specification; the Director of Contracts merely describes the article, and refers the party to the pattern and the specification for determining the supply; and the officers of the Director-general of Army Clothing inspect the cloth and see that it is according to pattern, and according to the specification, both of which are in his possession.

2172. Who is the Director of Army Clothing?—Captain Caffin.

2173. Mr. *Philips.*] Does the pattern go through your hands before it goes to Weedon?—It does not.

2174. Who has the original pattern?—The Director of Clothing.

2175. Lord *Claud Hamilton.*] When Messrs. Pollard failed to supply more than 6,000 out of the 11,000 yards, was the trade generally applied to to supply cloth at the same price?—It was not.

2176. Are you aware that there is a great difference between the price paid to Messrs. Isaacs, and the price which should have been paid to Messrs. Pollard?—Yes.

2177. And that the trade generally was not applied to to know whether it would supply the cloth at the same price as that for which Messrs. Pollard had contracted?—It was not.

2178. Viscount *Duncan.*] Why not?—The object was to get a supply as soon as we could; Messrs. Pollard paid the difference in price; it was not thought right to create the delay which would have been occasioned by public tender.

2179. The loss in that particular instance did not fall upon the public, but upon the original contractor?—Certainly.

2180. Mr. *Liddell.*] Has any comparison been made between the 6,000 yards supplied by Messrs. Pollard, and the 5,000 yards supplied by Messrs. Isaacs?—I conclude that that was done by the inspectors.

2181. Mr. *Philips.*] Have you made many contracts with Messrs. Pollard?—For 25 years they have been contractors for the Ordnance Department.

2182. Have they, on the whole, done their business to the satisfaction of that department?—Perfectly so.

2183. Mr. *Liddell.*] Did they give any reasons in explanation of the failure of their contract?—They said it was a very difficult contract to perform. I think they experimentalised upon the question of scarlet cloth, and found that it did not answer, as they have said that they would not take another contract for scarlet cloth.

2184. Why do you think that they were making an experiment?—I saw Mr. Pollard, and he gave me to understand, from a conversation I had with him some time ago, that he was making an experiment as to this cloth, and that he was not likely to make another tender.

2185. *Chairman.*] What was the colour of the cloths that Messrs. Pollard had previously supplied?—Gray, I think, and probably blue. I think this was the first time that they had supplied red cloth. Formerly we did not make any contracts for army cloth; and when we began to do so, Messrs. Pollard being a house perfectly well known, we applied to them to tender.

2186. Mr. *Liddell.*] Did Mr. Pollard ever state to you that the test to which the scarlet cloth had been subjected had been so severe as to induce him to doubt whether he could satisfactorily fulfil his contract, while his cloth was subjected to that test?—Mr. Pollard has spoken of the inspection. He spoke of it as being a severe test, and a strict one; but never by way of complaint.

2187. *Chairman.*] I observe that the names of Messrs. Pollard & Co. are down as contractors for several other articles besides scarlet cloth?—Yes.

2188. Have they supplied all the goods contracted for before they became defaulter?—I cannot tell; that information would be obtained from the receiving officer.

2189. Mr. *Philips.*] Are you responsible for the contracts, or do you only keep

keep the books?—I do not keep the books. The Director of Contracts is responsible for making the contracts; but not for the receipt of stores.

2190. You are in correspondence with the parties who have to tender?—The Director of Contracts is.

2191. Messrs. Pollard, I presume, are large manufacturers of cloth?—Yes.

2192. Do you consider it necessary to offer these tenders to manufacturers, or to commission houses?—Our object at present is to confine, as far as possible, our tenders for cloth to the best manufacturers.

2193. Then am I to understand that Messrs. Isaacs & Co. are large cloth manufacturers?—I am told that they have a mill; they were employed in the same way as other cloth manufacturers.

2194. Is it a large or a small mill?—I do not know; we make every possible inquiry previous to arrangements with any contractor; and, having done so, we send for tenders.

2195. Are we to understand that you consider Messrs. Isaacs large manufacturers, and proper persons to take Government contracts?—Quite so.

2196. Lord *Claud Hamilton.*] Did you hear of a complaint of articles which were furnished by Messrs. Isaacs to the Land Transport Corps?—I do not recollect it.

2197. Mr. *Liddell.*] Are Messrs. Isaacs tailors, or cloth manufacturers?—They are what are called army contractors; they supply boots also.

2198. Mr. *Philips.*] Are they boot manufacturers?—I believe they have a manufactory at Northampton.

2199. I understand that you are responsible for giving out these contracts to the trade generally?—Yes, under the orders of my superiors.

2200. Colonel *Gilpin.*] Are they given out to the trade, or are a few houses only invited to compete?—All parties who wish to tender make application to have their names put upon the list; they are then called upon to give references to some mercantile house with whom they have had transactions in preference to a banker, for a report as to their competency to fulfil contracts; their application is dealt with according to the answers we receive.

2201. *Chairman.*] In this instance, you, sitting in your office in Pall-Mall, chose to send to one man, and give him orders for 2,500*l.* worth of cloth?—For the benefit of the service we did so.

2202. Mr. *Philips.*] Do these parties who contract give security for the performance of their contracts?—By the conditions they sign they are liable to be called upon to give security, if the Secretary of State should think fit.

2203. Mr. *Liddell.*] In this case you state that Messrs. Pollard, in consequence of having failed to fulfil their original contract, have been called upon to pay the difference in price?—They have paid the difference in price, or have been fined; I do not recollect which.

2204. Mr. *Philips.*] Some coats have been made up from Messrs. Pollard's cloth, and also from Messrs. Isaacs' cloth, and sent down to Weedon; may we see those coats?—I must refer you to the Director of Stores.

2205. What is his name?—Captain Caffin.

2206. Lord *Claud Hamilton.*] Are all the applications to tender for cloth issued from your office on the same day?—Always.

2207. Is care taken that sufficient time is allowed for those at a distance to tender?—That must depend very much upon the nature of the supply required; if it is required very urgently, we cannot give so much time as in other cases, but we always endeavour to give sufficient time to enable parties to make themselves acquainted with the patterns and the specifications.

2208. Where a letter has been received by a house in Dublin on the 29th of May, and a Sunday intervenes, and the tender has to be put in in London on the 2d June, is sufficient time allowed?—No, there is not time; I have called the attention of the gentleman who has issued these notices to the circumstances. It has happened, that in trying to expedite the service by requiring the tenders to be delivered in in a short time, the service has not been expedited, because we have been obliged to extend the time.

2209. Practically, you must be aware that these parties in Dublin were excluded from any opportunity of competing?—Perfectly so; the case to which you refer was a peculiar one, and I say that sufficient time was not allowed in this instance.

2210. Colonel *Gilpin.*] Is that the only instance in which it has occurred?—

Mr. *R. Gwyn.*

22 June 1857.

I will not say that it is the only time, but, with from 10,000 to 20,000 tenders issued, it probably does not occur more than twice a year.

2211. Mr. *T. G. Baring.*] Is that circumstance under the attention of the department, with a view to some alteration?—Some time ago, the attention of the Directors of Contracts was called by me to a paper of that sort which had been issued, and instructions were given that the time was not to be curtailed in future.

2212. Lord *Claud Hamilton.*] Can you charge your memory with the fact, whether these instructions were previous to the sending of that paper to Ireland?—No, I cannot; I gave verbal instructions with reference to the particular case which I brought before the Director of Contracts.

2213. Mr. *Philips.*] When you are in a difficulty about getting a supply of goods, do you ever yourselves go to what are called commission houses in London, or in Manchester, or Huddersfield, and give them an order to execute?—I did so once in London.

2214. Was that order properly executed, and with despatch?—Certainly; because I bought what I saw in stock.

2215. I presume you paid the usual commission to those parties which they would receive from any mercantile house which employed them?—It was a commission house, but I did not purchase goods on commission; I went and purchased a quantity of mosquito curtains and also cotton for making cap covers.

2216. Did you think it better to buy these articles than to give out a tender for them?—I found it better, they being urgently required.

2217. Mr. *Monsell.*] Did not the War Department purchase of Messrs. Henry, of Manchester, rather largely?—They did.

Colonel *M'Murdo,* called in; and Examined.

Colonel *M'Murdo.*

2218. *Chairman.*] I BELIEVE you were Director-general of the Land Transport Corps?—Yes.

2219. How was that corps clothed?—The corps was raised in the middle of the severe winter of 1854–55, and they were clothed in the first instance by orders of my own; latterly clothing was offered to me by the War Department.

2220. Were any complaints made of the clothing?—Yes; there were complaints made of the first clothing, because it was not adapted for the service; that was no fault of the makers; and the only instance in which complaint was made, was with respect to a number of trousers which were not equal to the pattern.

2221. Were they returned?—No, they were taken at a reduced price; the clothing offered by the War Department I rejected.

2222. Did any of your men go abroad without being thoroughly equipped?—Yes.

2223. From what did that arise?—From the very large levy that was suddenly raised, and immediately embarked for the Crimea; and for which the clothing could not be prepared in so short a time; 7,000 men were thus raised and sent out in a few months.

2224. How many men embarked without having their clothing supplied?—I should think very nearly 300.

2225. Viscount *Duncan.*] At what period was the clothing, of which you have spoken, rejected?—It was offered to me in April 1856, and I rejected it the first week in May.

2226. *Chairman.*] Whom did you employ to furnish the clothing?—Messrs. Hebbert & Co.

2227. Lord *Claud Hamilton.*] Were pilot coats a part of the supply?—Yes.

2228. Was one of the complaints made that they were inferior to the sealed pattern?—They were not inferior to the sealed pattern, but were not adapted to the service, with the exception I have already stated.

2229. What was the colour?—Blue.

2230. In your opinion, the sealed pattern was not adapted to the use of the service?—After experience, I found that it was not. I had originally approved of it.

2231. No fault was found with Messrs. Hebbert & Co.?—None whatever.

2232. Did you return the clothing, or any portion of it, to Messrs. Hebbert & Co.?—None.

2233. What

Colonel *M'Murdo.*

27 June 1857.

2233. What was the supply of overalls sent to you during the spring of 1856?—About 2,000 overalls, or thereabouts, were offered to me, but I never received them. I rejected them.

2234. State the ground of your rejection?—It was brought to my notice that they were of very inferior quality, and I took a pair up to the head-quarters of the army, and showed them to the chief of the staff, and he then verbally authorised me to reject them.

2235. Did you give in any report of their rejection?—No, I did not receive them; if I had received them, and returned them, I should have given in a report. I rejected them, with the exception of a few pairs.

2236. Do you know from what contractors those rejected overalls came?—I have no official knowledge, but I have my own opinion. From previous information which I had received in January of that year regarding two thousand pairs of overalls of reputed inferior quality, I was prepared for them.

2237. Can you name the person who, as you suppose, sent them out?—Mr. Isaacs. Mr. Ramsay told me that it was stated that Messrs. Isaacs had furnished clothing of an inferior quality, and that I was to look out for those overalls, and report upon them.

2238. You did not report?—No.

2239. Viscount *Duncan.*] Have you never reported upon them?—Yes, I have. I mean that no report was sent home from the Crimea, because I rejected them, with the exception of a few overalls that I allowed the men to retain. I promised Mr. Ramsay that I would send in a report in six months, and when I returned from the East I furnished that report.

2240. Colonel *North.*] How came they to be sent out from this country without examination?—I cannot say.

2241. Lord *Claud Hamilton.*] Mr. Ramsay, in fact, called your attention to the possibility of that supply not being of a satisfactory quality?—I think it was I who called Mr. Ramsay's attention to the rumour of these overalls being about to be supplied, and that I intended not to receive them.

2242. In his evidence given in 1856, Mr. Ramsay makes this statement: "A complaint has been made against the cloth; it will be sent out to the regiment with a mark upon every pair of overalls; a report will be made by the commanding officer of the regiment, and if the report is unfavourable, your name will be struck off the list of contractors." Then a little further on he is asked, "and no report has yet been received of it?" To which his answer is, "No, but Colonel M'Murdo promised me, when he was in this country, that he would have a report made of it when it had had six months' wear"?—I rejected them as a whole; but I allowed a few pairs to be worn, and when I returned from the East, I sent in a report.

2243. Mr. *Liddell.*] Did you allow those to be worn as an experiment?—I did not intend that the men should wear them; but they had been previously offered to me not as clothing, but for payment as necessaries; and on these terms some of the men had drawn them before I stopped the supply; and as they had already taken them into wear, I allowed them to be retained.

2244. Still entertaining an objection?—Yes; but I could not return them, because they were in wear.

2245. Viscount *Duncan.*] I believe the men were not obliged to take them; but that it was entirely voluntary on their part?—Yes, they might have rejected them as necessaries.

2246. Colonel *North.*] Did you order them of Messrs. Isaacs?—No; the Government ordered them of Messrs. Isaacs.

2247. Viscount *Duncan.*] On your requisition?—In consequence of my requisition from the Crimea.

2248. Was it not usual to make an inspection of the clothing to ascertain whether it was according to the sealed pattern?—In this country I should say it was; but it was in time of war, and there was great difficulty in obtaining clothing for a newly raised and very large corps.

2249. Mr. *Liddell.*] You stated that, from certain rumours which reached you, you were on the look out for articles of this description?—Yes.

2250. Have you any objection to state the nature of those rumours, and whether the clothing which had been so made and furnished was rejected by any other body, or any other commanding officer previously to its being submitted to you?—I do not know that.

2251. What was the nature of the rumours that led to your being on the look-

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look-out for these things?—I heard in several quarters that 2,000 pairs of overalls had been made for the Land Transport Corps of very objectionable material. I went to Mr. Ramsay and told him this, and he said, "Very well, let me have your report upon them when you receive them." Being in this country I sent directions out to the Crimea to be on the look-out for these overalls.

2252. I understand you to say that information was furnished to you by Mr. Ramsay of the War Office?—Speaking from memory, I rather think I brought it to Mr. Ramsay's notice, but I am not certain.

2253. Mr. *Monsell.*] You are now head of the Military Train?—Yes.

2254. How many men have you under you?—Thirteen hundred and seventy.

2255. Will you be good enough to say whether the men you have under you have been clothed under the new system?—Yes.

2256. Viscount *Duncan.*] Is the clothing superior to any previously furnished to you?—Yes.

2257. Is it perfectly satisfactory?—Perfectly satisfactory; the orvealls are not quite so good as the tunics.

2258. Colonel *Gilpin.*] Is it Drummer's cloth?—I think it is the Horse Artillery cloth.

2259. Lord *Claud Hamilton.*] Are you acquainted with the difference of price beween the new and the old?—I am not.

2260. Therefore you can give no opinion upon the two systems?—No; I merely answer a direct question as to the quality of the cloth.

2261. Mr. *Philips.*] May I ask you whether you have found the clothing now in use wear well?—The clothing now in wear has been in use about a month, and a pair of overalls which I have now at my head quarters have been worn through in a month. I speak of the tunics as being admirable, but the overalls are reported to me as not being so good.

2262. Viscount *Duncan.*] Are those overalls equal, or superior, to those which were supplied under the old system?—I fancy they are better.

2263. You fancy that the overalls you are now complaining of are better than those which used to be supplied to you under the old system?—Yes.

2264. Mr. *Monsell.*] Are they strapped with leather?—About six inches from the foot.

2265. Lord *Claud Hamilton.*] Under the old system the test of wear and usage prevailed?—Yes.

2266. You state that some of the recent overalls have been deficient in one month?—Yes, one pair.

2267. The old system, which is now put in comparison with the new, would have subjected all clothing to six months' wear?—Yes.

2268. Therefore you give no opinion upon the merits of the two systems?—No; I never pretended to give any.

2269. Viscount *Duncan.*] Did I understand your complaint to apply to the overalls generally, or only to one pair out of the 1,300 pairs supplied?—I have received several complaints from officers commanding battalions about these overalls, and, being at Aldershott the other day, I received a direct complaint from one of the men, and I made him take off his overalls, and brought them away with me; they are worn through, and are stated by the commanding officer to have been in wear one month.

2270. Have you reported that circumstance to the War Department?—To the Adjutant-general, who gave me directions to send them to him.

2271. Mr. *Monsell.*] Was that the only pair in that state?—The only pair. I think it was an exceptional case.

2272. Did you see the sealed pattern from which these overalls were made?—I have seen the sealed pattern in the War Department.

2273. Viscount *Duncan.*] Did you approve of that?—I did.

2274. Mr. *Liddell.*] Was that sealed pattern made after the Prussian pattern?—I cannot answer that.

2275. Viscount *Duncan.*] With reference to the complaints of the men, is there any difference, so far as the regiment is concerned, with respect to the way in which the complaints are dealt with under the new system, as compared with the old system?—No.

2276. Mr. *Liddell.*] You say that you approved of the original sealed pattern?—Yes.

2277. Do these overalls correspond precisely with the sealed pattern?—I am unable to say.

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2278. When you say that a pair of overalls have worn through in a month, do you mean that the leather or the cloth has worn through?—The cloth.

2279. Viscount *Duncan.*] I understood you to say, that that was merely an exceptional case?—Yes; the man took the overalls into wear on the 10th May, and by the 10th June they were worn through.

2280. Colonel *Gilpin.*] You say that several complaints have been made by various persons in your regiment?—Yes; complaints were made to me, but I am disposed to believe rather with reference to a comparison between the quality of the tunic and the quality of the overalls, the quality of the tunic being so very good.

2281. Having been in wear a month only?—Yes; one pair of overalls had been in wear only a month.

2282. They were all issued on the 1st of April?—No; the clothing of the Military Train was issued only in the month of May.

2283. *Chairman.*] When did you receive your clothing for this year?—In May.

2284. Was a sealed pattern sent down to you?—No.

2285. How could you tell whether the clothing was equal to the pattern or not?—We could not tell.

2286. Colonel *North.*] You do not know who passed the clothing?—No.

2287. Mr. *Monsell.*] Do you mean to say there was no sealed pattern sent down to any of the battalions?—I know of several that had none.

2288. Colonel *Gilpin.*] Supposing that the trousers do not wear a sufficient length of time, the soldier has to find another pair for himself?—Unless the Government chooses to give him a pair.

2289. It is therefore of consequence to him that they should be of good material?—Yes; I should remark that, with reference to the overalls of the Military Train, the wear, unlike the service of the artillery or the cavalry, is very great indeed; every man is constantly in the saddle for five, six, and seven hours a day.

2290. *Chairman.*] With your knowledge of the wear and tear of cloth on the part of your men, were you consulted as to the patterns of the overalls?—I was.

2291. And as to the quality?—Also as to the quality, so far as my judgment would go.

2292. Both, so far as you saw, were satisfactory?—Yes.

2293. Colonel *North.*] They are more exposed to wear than the ordinary military equipments?—Three times more.

Thomas T. Grant, Esq., called in; and Examined.

T. T. Grant, Esq.

2294. Mr. *T. G. Baring.*] WHAT office do you hold?—I am Comptroller of Victualling and Transport Services.

2295. Is the formation of contracts for clothing for the Marines under your department?—It is.

2296. Describe the mode of advertising for tenders, the receipt of tenders, and the acceptance of tenders?—Upon the Admiralty deciding that it is necessary to receive tenders for marine clothing, advertisements are put into the public papers requesting tenders to be sent in by a certain day; they are sent in on the day named; the tenders are placed in the tender-box; and at one o'clock on the day appointed, the tender-box is brought into what is termed the Board-room. Immediately one of the senior clerks of the Contract office attends, for the purpose of opening the tender-box. I give him the key of the box, and he opens the tenders and sorts them. I then send for my chief clerk, and for another gentleman; one takes the tender-book, and the other takes what is termed the treaty paper; the contract clerk then reads the tender, and as he reads it, the particulars are taken down in the treaty paper, and in the contract book; this course is pursued till the whole of the tenders are read. I then take the tenders myself and read them; the gentleman who copied them into the treaty paper, takes the contract book, and the gentleman who entered them in the contract book, takes the treaty paper, in order that they may check each other, and if there is any discrepancy, either on the part of the contract clerk in reading the tender, or on the part of the other gentleman who took down the

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particulars, the mistake is rectified. The superintending Lord then decides upon the tender to be accepted; if it is for Marine clothing, the lowest tender is always accepted.

2297. Can you put in a copy of the advertisement for tenders given in in November last, and also a copy of the contract?—Yes.

2298. What are the conditions with reference to the time allowed, and as to the approval of the goods. Are they correctly stated by Mr. Bishop in answer to Question 2062, "The terms of the contract are these: that the goods are to be delivered at Woolwich within two months after receiving the requisition, and that if they are not approved of by the proper surveying officer, they are to be rejected and removed within 10 days"?—That statement is quite correct, except that the goods are delivered at Deptford, and, if rejected, are required to be removed within 14 days.

2299. Are those conditions similar to those of former contracts?—Yes, with this exception, that we have during the last two contracts given the contractor an additional advantage, by extending the time of delivery from one to two months.

2300. The change, if any, is favourable to the contractor?—Yes.

2301. Were all parties allowed full opportunity of making themselves acquainted with the conditions prior to sending in their tenders?—Most certainly.

2302. How many tenders were sent in?—Seven.

2303. Messrs. Hebbert's tender was the lowest?—That was accepted, being the lowest.

2304. Can you furnish a return of the total quantities ordered of Messrs. Hebbert, of quantities supplied, and of the amount approved or rejected?—Yes, I can put that in.

2305. When were the first orders given?—On the 2d of December last; there were other orders on the 10th and the 13th of that month.

2306. Did Messrs. Hebbert request an extension of time above the two months, and if so, can you produce their letter to that effect?—Yes.

[*The same was handed in, and is as follows:*]

Sir, 8, Pall Mall East, 16 January 1857.

We have the honour to acknowledge the receipt of your letter of 15th instant, and beg to state it shall have our immediate attention. We will send down the cloth and materials for Chatham ordered in your letter of 20th ultimo, as well as a portion of the order dated the 10th ultimo for divisional companies.

We take the liberty to solicit the Lords Commissioners of the Admiralty for an extension of 21 days upon your orders, dated December 2d, 10th, and 13th, 1856.

This we trust may be allowed to us in consideration that the whole of the supply of cloth required is of a new pattern and quality, and also in consideration of the large requisitions that were made upon us but ten days after the acceptance of our contract, leaving us but a short time to prepare for them.

Our present difficulty will not occur in future, as we have now completed our preparations to execute all further demands within the time specified in our contract.

We beg to add, that if it shall please the Lords Commissioners to grant our request, we will still endeavour, if found possible, to deliver to the original time; but the late changeable weather renders the process of dyeing difficult to work with any degree of certainty as to time.

We have, &c.

To Thomas Grant, Esq. (signed) *Hebbert & Co.*

Comptroller of Victualling, Admiralty.

2307. Were Messrs. Hebbert aware of the pattern and quality before they made their tender?—No doubt they were, the same as other contractors.

2308. Were they also aware that they might be called upon for the whole of the contract within two months?—Decidedly.

2309. The application made by them in that letter was, I believe, refused?—It was refused.

2310. For what reason?—The answer was that no extension of time could be granted, but that any circumstance as to non-delivery would be considered after the articles had been received; that is to say, the fine for non-delivery would be remitted if they could show good reason for the delay; the reasons why we could not grant time were contained in the following letter of the 8th of January 1857:

Sir,

T. T. Grant, Esq.

22 June 1857.

Sir, Royal Marine Barracks, Chatham, 8 January 1857.

I HAVE the honour to request that you will be pleased to cause a portion of the 1,650 privates' tunics, due on demand dated 16 October 1856, to be supplied as early as possible, as there are not more in store than will keep the tailors employed two weeks longer; and should the making up of the clothing be suspended at this period, when we are preparing for the annual issue on the 23d April next, it will cause great inconvenience to the service.

2. I have also to request that you will be pleased to cause the supply of the materials demanded on the 17th December 1856, to make up the new pattern tunics, to be expedited.

I have, &c.
(signed) *P. Harris*,
Lieutenant and Quartermaster.

Thomas T. Grant, Esq.,
&c. &c., Admiralty.

On receipt of this communication, a letter was written to Messrs. Hebbert, requesting them to make a delivery as early as convenient.

2311. Where is the clothing delivered?—It is delivered at Deptford Yard.

2312. Is the clothing for the Marines all delivered at the same place?—The same place.

2313. Who inspects the clothing so delivered?—I think it is under the control of the Deputy Adjutant-general; he appoints a Board of Marine officers to attend on a certain day, once a month, to inspect the clothing that is delivered.

2314. The Marine officers will be able to give more detailed information to the Committee than you can?—No doubt of it.

2315. On the first delivery, were certain articles rejected by the Board?—Yes.

2316. Put in the report of the committee, containing an account of the receipts and rejections, and read the rejections?

[*The same was handed in by the Witness, and is as follows:*]

Victualling Yard, Deptford, 13 February 1857.

REPORT of a Committee composed of the following officers:

Lieutenant-colonel H. Fleming - - - -	President.
Barrackmaster R. J. Little - - - -	Members.
Captain T. B. V. Fitzgerald - - - -	
First Lieutenant and Quartermaster A. Wolrige -	
Captain W. G. Congdon - - - - -	
First Lieutenant and Adjutant A. Ellis - -	

Assembled by directions to survey such Royal Marine clothing, &c., and barrack stores, as may be at the depôt, agreeably to instructions from the Lords Commissioners of the Admiralty.

The Committee have in consequence examined the articles most minutely and carefully, and do approve thereof, with the following exceptions; viz.

NO.	DESCRIPTION OF ARTICLES.	REMARKS.
	Clothing Made up:	
300	Pairs serjeants' stockings - -	Rejected; not proper weight.
21	Drummers' tunics - - -	- ditto - not equal to pattern and quality.
30	Boatmen's shirts - - -	- ditto - not equal to pattern (stripes differ from pattern).
	Clothing in Materials:	
920	Privates' tunics - - -	Rejected; not equal to pattern in quality or colour, and one-third of the pieces under weight.
2,000	Privates' drill jackets; Divisional Companies.	Rejected; not equal to pattern in weight or quality.
1,000	Privates' drill jackets; Royal Marine Artillery.	

(*continued*)

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22 June 1857.

NO.	DESCRIPTION OF ARTICLES.	REMARKS.
	Clothing in Materials—continued.	
100	Serjeants' tunics; Divisional Companies.	Scarlet cloth rejected; not equal to pattern in colour or weight.
300	Pairs serjeants' trousers - -	Rejected; not equal to pattern in quality or colour.
700	Corporals' chevrons - - -	Blue cloth rejected (lace passed).
14 6/36	Yards privates' Artillery blue cloth.	Rejected; not equal to pattern in quality or weight.
3,600	Pairs privates' trousers - -	Material passed; but cannot be made up, on account of red cloth for stripes having been rejected.
8	Serjeant-majors' tunics - -	Scarlet cloth rejected; not equal in quality.
4	Quartermaster-serjeants' tunics -	
3	Drum-majors' tunics - - -	
4	Band-serjeants' tunics - -	Material passed; but cannot be made up, on account of scarlet cloth rejected.
2	Royal Marine Artillery serjeant-majors' tunics.	
21	Staff-serjeants' trousers - -	Material passed; but scarlet for stripes rejected.
89	Bandsmen's tunics - - -	Rejected; not equal in quality, and every piece light in weight.
89	Bandsmen's shell jackets - -	
89	Bandsmen's trousers - - -	Rejected; not equal to pattern in quality or colour.
2	Serjeant-coxwains' tunics - -	Blue cloth passed, but scarlet rejected.
30	Privates' blue jackets (boatmen) -	Rejected; not equal in quality or weight.
30	Privates' blue trousers (ditto) -	
60	Royal Marine Artillery serjeants' tunics.	Blue cloth passed; but cannot be made up, for want of scarlet cloth rejected.

(signed) *H. Fleming*,
Lieutenant-colonel and President.

2317. Mr. *Liddell.*] Will that return give the proportion which the rejections bear to the whole quantity supplied?—Not exactly.

2318. Mr. *T. G. Baring.*] What course was taken upon the rejection?—In the first instance, it was proposed that we should apply to the authorities at the War Department, and ask whether they could furnish us with the cloth necessary for making up the trousers and tunics; they replied they they would do their best to meet our views and wishes in the matter; but after some correspondence and lapse of time, we found that they could not supply us.

2319. Had Messrs. Hebbert in the meantime petitioned the Board of Admiralty, remonstrating against the rejections made by the Board and their officers?—They had.

2320. What course was taken by the Board of Admiralty upon that?—Previously to its being brought under the notice of the Admiralty, the matter was sent to the Deputy Adjutant-general, for any observations which he might have to make upon the subject of the rejection; upon that he made the following report:

"In consequence of the demands for the ensuing year's annual clothing being kept back for nearly two months over the usual period of delivery, it is expedient to the corp's interest that immediate steps may be taken for delivery into Deptford of the quantities required for the corp's equipment for 23d April 1857, under the requisition already rendered, dated 29 November 1856.

"Royal Marine Office,
"17 February 1857."

(signed) "*S. Robert Wesley*,
"D. A. G."

Upon which I submitted to the Admiralty:

"Under these circumstances are the required articles of clothing, &c. to be obtained from other parties agreeably to the conditions of Messrs. Hebbert's contract, observing, that considerable delay will be occasioned by the probable necessity of the cloth having to be manufactured; also, as additional supplies are immediately required, whether any further demands shall be made upon Messrs. Hebbert, observing, that if their contract be now determined, about three months at least would expire before fresh supplies could be obtained under a new contract.

"17 February 1857."

(signed) "*Thomas T. Grant.*"

2321. What

2321. What was the final decision come to by the Board upon that?—The memorandum made upon that was in these terms: *T. T. Grant, Esq.* 22 June 1857.

"Submit a letter to the War Department, requesting that they will, under the peculiar circumstances of the rejection of the Marine clothing, allow such clothing in materials to be on this occasion supplied from the Military Department, the Admiralty defraying the expense. Enclose a list.

"21 February 1857."

2321*. Was the final decision that a certain number of sets of clothing might be sent in by Messrs. Hebbert for inspection?—They were told that they might send in 20 sets if they thought right, for the purpose of examination; the consequence was, that they did send in 20 sets after a short time, but the greatest proportion of them was rejected, as not being according to pattern.

2322. Can you put in the report of the inspecting officers?—I can.

[*The same was handed in by the Witness, and is as follows:*]

Victualling Yard, Deptford, 16 March 1857.

REPORT of a Committee consisting of the following officers, viz:

Colonel A. B. Stransham - - - - - President.

Lieutenant-colonel H. Fleming - - - -
Lieutenant and Adjutant A. Ellis - - -
Lieutenant-colonel A. S. S. Walsh - - - } Members.
Lieutenant and Quartermaster A. Wolrige - -

Assembled by directions to survey such Royal Marine clothing, &c., as may be at the depôt, agreeably to instructions from the Lords Commissioners of the Admiralty.

The Committee have in consequence examined the under-mentioned articles most minutely and carefully: viz.

NO.	DESCRIPTION OF ARTICLES.	NO.	DESCRIPTION OF ARTICLES.
	Clothing Made up:		*Clothing in Materials*—continued.
20	Pairs serjeants' stockings.	20	Bandsmen's tunics.
20	Privates' caps and balls.	20	Bandsmen's shell jackets.
20	Stocks.	20	Bandsmen's trousers.
20	Bombardiers' chevrons.	20	Serjeants' tunics.
		20	Serjeants' white shell jackets.
	Clothing in Materials:	20	Pairs serjeants' trousers.
		20	Privates' tunics.
8	Serjeant-majors' tunics; Divisional Companies.	20	Privates' white shell jackets.
		20	Pairs privates' trousers.
4	Quartermaster-serjeants' tunics; Divisional Companies.	20	Corporals' chevrons.
		2	Serjeant-majors' tunics; Artillery Companies.
3	Drum-majors' tunics.		
4	Band-serjeants' tunics.	2	Serjeant-majors' tunics.
8	Serjeant-majors' trousers.	20	Serjeants' tunics.
4	Quartermaster-serjeants' trousers.	20	Serjeants' white shell jackets.
3	Drum-major's trousers.	20	Privates' tunics.
4	Band-serjeants' trousers.	20	Privates' white shell jackets.
2	Serjeant-coxswains' tunics.		
20	Privates' blue jackets } Boatmen.		*Necessaries Made up:*
20	Pairs privates' trousers }	700	Pairs braces (purchased.)

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22 June 1857.

And do approve thereof, with the following exceptions; viz.

NO.	DESCRIPTION OF ARTICLES.	REMARKS.
	Clothing Made up,	
20	Pairs serjeants' stockings - -	Rejected; light in weight.
20	Bombardiers' chevrons - -	Rejected; not according to Marine Office pattern, inferior in workmanship, and not agreeable to pattern.
	Clothing in Material:	
2	Serjeant-coxswains' tunics - -	Rejected; serjeants' cloth, colour and quality slightly inferior.
20	Privates' blue jackets (boatmen) -	Rejected; not equal in texture.
20	Privates' blue trousers (ditto) -	
20	Bandsmen's tunics - - -	Rejected; damaged cloth.
20	Bandsmen's shell jackets - -	
20	Bandsmen's trousers - - -	Rejected; colour and quality slightly inferior.
20	Serjeants' tunics - - -	
20	Serjeants' white shell jackets -	Rejected; damaged cloth.
20	Pairs serjeants' trousers - -	Cloth passed, but cannot be made up for want of scarlet for stripes.
	Clothing in Materials (Artillery Companies):	
20	Serjeants' tunics - - -	Rejected; colour and quality slightly inferior.
20	Serjeants' white shell jackets -	Rejected; damaged cloth.
20	Privates' tunics - - -	Rejected; not equal in texture.

(signed) *A. B. Stransham*,
Colonel and President.

2323. Colonel *Gilpin.*] Was an application made to you by Messrs. Hebbert, to allow inspectors from Weeden to see the clothing before it was rejected?—Not at that time; subsequently, we received a letter to that effect from Messrs, Hebbert.

2324. Was that request complied with?—It was not.

2325. Mr. *T. G. Baring.*] What measures were taken after the rejection of the 20 sets?—A letter was written to the Captain Superintendent at Deptford Victualling Yard, requesting that he would appoint proper officers to purchase articles that were required for the service, and which we were allowed to do under the terms of Messrs. Hebbert's contract.

2326. Have arrangements been entered into with other parties?—Yes.

2327. Under the same stipulations as to inspection, as were contained in Messrs. Hebbert's contract?—Yes.

2328. Can you state the names of the parties who furnished articles upon those terms?—I think Messrs. Dolan have furnished articles purchased in consequence of the failure by Messrs. Hebbert to perform their contract.

2329. Were they the persons who offered the next lowest price by tender?—I have reason to believe that the officers who were appointed to purchase this clothing, went to three or four houses, and I presume that they decided to purchase the clothing of Messrs. Dolan, as they could obtain it from them at the lowest price.

2330. Did Messrs. Hebbert petition the Board of Admiralty again, upon the subject of their being allowed to supply the clothing, notwithstanding the rejections made?—Yes; the memorial of Messrs. Hebbert is to this effect:

To the Right Honourable the Lords Commissioners for executing the Office of Lord High Admiral.

The Memorial of Messrs. *Hebbert & Co.*, of London, Army Contractors.

Humbly showeth,

That on the 28th November 1856, your memorialists contracted with your Honourable Board for the supply of clothing for the Royal Marines. That on the 2d, 10th and 13th of December they received requisitions for the delivery of a large supply within two months.

That

That the cloths were of new and recently adopted patterns and qualities, necessarily requiring the whole to be manufactured without previous experience, by which the strictest nicety of both could be obtained. *T. T. Grant*, Esq. 22 June 1857.

That on the 15th January your memorialists were requested to hasten a portion of these supplies, and that in acceding thereto, an application was made to the Comptroller for an extension of time, the two months (the period allowed for each delivery) not being under the circumstances, a reasonable time. Your memorialists were informed in reply, that the extension of time would not be granted, but that "any circumstances as to non-delivery in time would be considered after the delivery should have been made."

That your memorialists have used their utmost exertions and care in manufacturing the supplies, and have been most mortified to find that great rejections have been made for failure in quality, and fines incurred for want of timely delivery, notwithstanding the opinion of competent and qualified persons, that these supplies were substantially equal to pattern, and, as stated in the terms of the contract, "fit in every respects for Her Majesty's service," and in the reasonable hope, which your memorialists indulged, that from the circumstances to which memorialists alluded in their petition for extra time, their case would have been favourably entertained.

That your memorialists have requisitions now in hand to be delivered next month, which they will use every endeavour to supply to the satisfaction of the Board; but feeling that as they have heretofore failed to satisfy the authorities appointed to judge the supplies, and the difficulty and impossibility of manufacturers being able to make supplies so strictly as not to admit of objection from the Board, your memorialists would humbly pray, for this reason only, that your Lordships would be pleased to release them from the contract, and from the infliction of those fines and penalties to which, by a strict letter of the bond, they may be considered liable.

And your memorialists, as in duty bound, will ever pray.

8, Pall-mall East, (signed) *Hebbert & Co.*
24 March 1857.

That letter was sent to me for a statement of the case, and my report upon it is in these terms:

DEPARTMENT of the COMPTROLLER of the VICTUALLING.

Messrs. *Hebbert & Co.*'s Contract for Marine Clothing.

(No. 89.)

Admiralty, Somerset House, W. C., 1 April 1857.

1. WITH reference to the accompanying memorial from Messrs. Hebbert & Co., praying to be released from their contract for Marine clothing, and also from the penalties they have incurred under the conditions thereof, I beg to report to their Lordships that the chief particulars of this case are as follows: 24 March 1857.

2. The contract in question was entered into by Messrs. Hebbert on the 28th November last, for 12 months certain, and further, until the expiration of three months' warning; the tender made by them, after inspecting the conditions of contract and the patterns of the articles, being the lowest that was received, although six other firms were in competition with them for this supply.

3. Demands were accordingly made upon them as required by the service, but, to enable them to comply therewith, they applied for three weeks' extension of time beyond the two months stipulated in their contract for the purpose. The admission, however, of such a request would not only have been inconvenient to the department, and unfair to those who competed with Messrs. Hebbert, but would at the same time have vitiated the contract, and it was therefore not acceded to.

4. On the 13th February last the Committee of Inspecting Officers assembled at Deptford for the purpose of examining the various articles of clothing tendered by these contractors, when they found the greater portion of them to be inferior in quality, colour, and weight to the patterns, and rejected the same accordingly.

5. As the articles in question were most urgently required, endeavours were made, but unsuccessfully, to obtain them from the War Department; and, as Messrs. Hebbert applied to be allowed to replace the rejected articles on the ground that they could do so *immediately*, as the cloths were in their warehouse, and could not be procured elsewhere, without being in the first instance manufactured expressly for the purpose, permission was given to them to send to Deptford 20 sets of clothing for inspection, but without prejudice to the liabilities under their contract.

6. Upon these 20 sets being inspected, nearly the whole of them were rejected on the same grounds as before; being made of *damaged cloth, cloth light in weight, and inferior in colour and quality to the pattern.* Steps were in consequence immediately taken to purchase from other persons the articles which Messrs. Hebbert had thus *twice* failed to furnish of a proper quality and conformable to pattern; they being charged with any excess cost and all expenses attending the purchase, in accordance with the terms of their contract.

7. The purchase in question having been effected, some of the articles, it has been arranged, shall be delivered early this month, but the whole will not be completed until *about the end of May*, although the articles are urgently required for the equipment of the Marines on the 23*d instant*, and would have been now in readiness at the respective divisions for this purpose if Messrs. Hebbert had punctually and faithfully fulfilled their engagement,

T. T. Grant, Esq.

22 June 1857.

instead of having attempted to impose upon the department by tendering articles much inferior in every respect to those which they undertook to furnish, and thus to inflict considerable difficulty and inconvenience upon the public service.

9. Under these circumstances, therefore, I would beg to submit, that Messrs. Hebbert & Co. be informed that they have already been treated with the utmost lenity consistent with the interests of the service, and that on a full consideration of their case, their Lordships see no reason whatever to release them from their contract or from the penalties they have incurred under it, but on the contrary, that they will be held responsible for the due and strict observance of all its conditions during the time of its continuance.

10. I beg to be informed of their Lordships' decision hereon,

(signed) *Thos. T. Grant*,
Comptroller of Victualling.

The Secretary of the Admiralty.

2331. What decision was come to upon that?—Their request was not complied with.

2332. That disposes of the orders given on the 2d, 10th, and 13th of December?—Yes.

2333. When were the next orders given?—On the 23d and 24th of February.

2334. There was an inspection, I believe, on the 9th of April?—Yes.

2335. On which occasion there was a rejection of some articles?—There was a rejection on that day.

2336. Can you put in the report of the officers upon that?—I can.

2337. The next inspection was on the 26th of April 1857; be good enough to put in the report of the Inspecting Board and read the objections?—It was on the 25th April, and is as follows:

[*The same was handed in by the Witness, and is as follows:*]

REPORT of the Committee of Inspecting Officers of Marines; dated Deptford Victualling Yard, 25 April 1857.

REJECTIONS.

Clothing made up:

1,000 Tunics (privates) - - -	Rejected; workmanship good; cloth and linings inferior to pattern.
25 Drummers' tunics - - -	Ditto - ditto - ditto.
35 Serjeants' tunics - - -	Ditto; linings not equal to pattern.
5 Serjeants' white shell jackets -	Ditto; not equal to pattern in quality.
150 Drummers' caps - - -	Ditto; brass drums not according to pattern in size or workmanship.
5 Serjeants' tunics } Royal Marine Artillery	Workmanship good; cloth and linings inferior to pattern.
5 Drummers' tunics }	
150 Privates' tunics; Royal Marine Artillery.	Ditto - ditto - ditto.

Clothing in Materials:

500 Privates' white shell jackets -	Rejected; not equal in quality.
1,000 Pairs privates' trousers - -	Ditto; not equal to pattern in quality.
5 Drummers' tunics - - -	Ditto - ditto - ditto.
800 Duck frocks - - - -	Ditto; not according to pattern, being watered duck.

Necessaries made up:

20 Serjeants' great-coats - -	Rejected; being privates', not serjeants'.

(signed) *A. B. Stransham*,
Colonel and President.

2338. Did Messrs. Hebbert remonstrate against the decision arrived at?—Yes, they did.

2339. Can you produce the letter which contained their remonstrance?—Yes.

2340. Is that the letter of which a copy was read by Mr. Crocker to the Committee at Question 1999?—Yes.

2341. What was done by you in consequence of that remonstrance?—It was sent to the Deputy Adjutant-general with a request that he would favour me with such observations thereon as might be considered desirable; it appears that he sent the letter to the inspecting officers of the Committee, and they made their report thereon.

2342. Have you that report?—I have.

2343. Be good enough to read that Report, as it refers to the letter which has been placed before the Committee?—The report of the inspecting officers is in these terms:

Royal Marine Barracks, Woolwich,
4 May 1857.

The Committee, viz.—

Colonel A. B. Stransham - - - President,
Lieut.-colonel H. F. Hopkins, C.B. - - }
Lieutenant and Adjutant A. Ellis - - } Members,
Lieut.-colonel G. W. Congdon - - - }
Lieutenant and Quartermaster A. Wolrige }

which assembled on the 25th April 1857, for the survey of clothing, &c., re-assembled this day, by order of Colonel Brown, and having read over the Deputy Adjutant-general's letter of the 1st May 1857, laid before them for their guidance, do, in obedience to the instructions contained therein, "specially report on each point adverted to in Messrs. Hebbert & Co.'s communication," also placed before the Committee.

The Committee have extracted the "remarks, &c.," from Messrs. Hebbert & Co.'s letter to the Comptroller of Victualling, and reply to each as under:

Fifty serjeants' tunics, divisional, in material, have been received; and 35 serjeants' tunics, divisional, made up, have been rejected, although made of the same cloth and linings as those received.	- - The 35 serjeants' tunics were rejected—inferior *linings*.
Ten drummers' tunics, divisional, in materials, have been received; and 10 drummers' tunics, divisional, made up, have been rejected, although made of the same cloth and linings as those received.	- - Not 10 "drummers' tunics, divisional," but 25 were—*cloth and lining being inferior to pattern.*
Five hundred privates' tunics, divisional, in materials, have been received; and 1,000 privates' tunics, divisional, made up, have been rejected, although made of the same cloth and linings as those received.	- - Five hundred privates' tunics, divisional, were passed by the committee, owing to the great want of cloth, though they were dissatisfied, the colour being mottled or spotted; but the 1,000 privates' tunics, *made up*, were rejected as inferior in cloth and linings, not only to the patterns, but also to the 500 tunics in materials which were so unwillingly received.
Five artillery serjeants' tunics, in materials, have been received; and five artillery serjeants' tunics, made up, have been rejected, although of the same cloth and linings as those received.	- - Were rejected for decided inferiority to pattern.
Seventy divisional and artillery serjeants' white jackets, in materials, have been received; and five divisional serjeants' white jackets, made up, have been rejected, although cut from one of the *same pieces* of cloth as *actually passed* for those in materials.	- - After cloth has been passed and received, it is impossible for the contractors to obtain possession of it and make jackets. The committee are satisfied their decision was conscientiously given. If it be correct that the jackets were cut from a piece prior to its being sent for survey, the true inferior character of the cloth and its deceptive dressing have been shown by the slight wear it has had in the process of making.
Five hundred privates' white kersey jackets, in materials, rejected for quality of kersey, although precisely the same as 66⅔ yards that passed inspection on the 14th April.	- - No kersey was submitted on the 14th April, but on the 9th April the above quantity *was* received unwillingly by the committee; but the contractors' agent or foreman was distinctly warned that any similar supply would inevitably be rejected. The 66⅔ yards was so small a quantity, that it was passed as stated above, but a large quantity would not have been received.

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One thousand pairs privates' trousers, divisional, in materials, rejected for black grey cloth, although this cloth is acknowledged to be superior to the sealed pattern.

- - The committee have never stated that this cloth was "superior to the sealed pattern;" if it were so, the committee unquestionably would have received it; but these trousers were, in the judgment of the committee, inferior cloth to the pattern.

Two thousand four hundred yards duck for 800 duck frocks, rejected: this rejection was made merely for being calendered, which effect would be removed immediately on its being taken in wear.

- - Whether watered or calendered, the pattern *is not so.*

And in reference to the statement by Messrs. Hebbert, that the firm had been complimented on the "making up," the committee, though satisfied with the workmanship, could not permit that merit to cover the inferior nature of the goods.

The note marked (A.), and herewith enclosed, was shown by the president to the committee.

The desire of contractors to be present during the proceedings of the committee would, if acceded to, lead to inconvenience, and is contrary to the usual custom.

If the articles tendered by contractors are sufficiently good to pass, the transaction is complete: on the other hand, if the committee reject them, they do not require any information as to how the supplies come to be inferior: they have a simple duty to perform, and the admission of contractors to their presence would only give an opening to them to endeavour to bias the minds of the committee.

Occasionally the committee have pointed out an error (sometimes unintentional on the part of the contractors) to an individual representing the firm, and with advantage to the contractor; but the committee foresee great inconvenience would arise if contractors, labouring under pecuniary losses from rejection of their supplies, were permitted to call in question the propriety of the decision of the committee, or, as Messrs. Hebbert express it, "point out to the Board the erroneous conclusions they had arrived at."

The committee remark, that they have been desirous to afford to Messrs. Hebbert & Co. the same consideration they have accorded at all times to other contractors.

The specifications of the contracts voluntarily entered into by contractors bind them to the decision of the inspecting officers, and the committee, having conscientiously performed their duties towards Her Majesty's Government without pressing harshly on the contractors, trust their awards may be considered final, and not liable to be called in question by contractors suffering pecuniary losses from the rejection of their goods.

(signed) *A. B. Stransham*, Colonel and President.

(A.)

Messrs. Hebbert & Co. present their compliments to the president and members of the Board, and, being desirous to offer any explanation or information that may be considered necessary relative to the articles of marine clothing about to be submitted to their inspection, and for which they are the contractors, have the honour of being in attendance with a part of their establishment, and trust that, if any occasion should rise requiring information, the Board will be pleased to permit them to be examined before them.

Colonel *Stransham*,
President of the Board of "Royal Marines," Deptford.

2344. Subsequently to that, I believe that a further inquiry was called for by the superintending lord, with respect to these particular rejections?—Yes.

2345. Not being satisfied with their report, he called for a further inquiry from the officers?—Yes.

2346. *Chairman.*] Who was the superintending lord?—Captain Milne.

2347. Mr. *T. G. Baring.*] Be good enough to put in the further report of the Board of Officers, the minute of the Deputy Adjutant-general of Marines, and the decision of the Board of Admiralty upon the case.

[*The same were handed in, and are as follows:*]

FORWARDING a REPORT from the Committee of Inspecting Officers at *Deptford.*

Sir, Royal Marine Office, 11 May 1857.

IN obedience to Board Minute, 6th instant, I have the honour to herewith transmit a full report received from the committee of Inspecting Officers at Deptford on the subject of their recent rejection of certain articles of clothing and necessaries for the Royal Marines, delivered at the stores there by the contractors, Messrs. Hebbert & Co., as set forth in the several letters herewith returned, and, having carefully looked into the case of appeal made against the committee's decision by the contractors, as well as the committee's report thereon, I am humbly of opinion that neither of the courses for re-examination of the several articles solicited by Messrs. Hebbert & Co. should be acceded, equally in justice to the position of the committee of Inspecting Officers, as to the inconvenient precedent likely to arise out of it.

I therefore

I therefore submit, that the contractors may be directed to forthwith remove the rejected articles from the stores, conformably with the provision of the 6th clause of the printed regulations, under which their contract was entered into. *T. T. Grant*, Esq. 22 June 1857.

I have, &c.
(signed) *S. R. Wesley*, D. A. G.

Proceedings of a Committee assembled By Order of Colonel *J. T. Brown*, Commandant, at the Royal Marine Barracks, Woolwich, 9 May 1857.

Colonel A. B. Stransham, President, Lieutenant-colonel H. Fleming, Lieutenant-colonel W. F. Hopkins, Lieutenant-colonel G. W. Congdon, Lieutenant and Adjutant A. Ellis, Lieutenant and Quartermaster A. Wolrige, members; for the purpose of furnishing "A very full report of all circumstances attending the delivery of the marine clothing under the contract of Messrs. Hebbert & Co., and any circumstances which may have come to their notice during the inspection of the clothing which led them to condemn the same as unfit for the service, or if any attempt has been made by the contractor or his agent to mislead the inspecting officers, or to pass articles of an inferior quality," beg to report,—

1. That, feeling the responsibility attached to their proceedings when holding surveys on marine clothing, &c., they have at all times given the most careful attention to all articles submitted to their judgment, whether clothing, necessaries, or barrack stores.

2. Impressed by the necessity of a strict and impartial examination of all goods tendered by contractors for Her Majesty's service, they have carefully compared the articles of clothing submitted for survey by Messrs. Hebbert & Co. with the "sealed patterns" deposited at the Marine Clothing Store, at Deptford, and the results of their inspections have proved the general inferior quality of the articles offered for survey, as the numerous rejections of them plainly show.

3. At the inspection of cloth, and all articles constituting "clothing," the master tailor of the Woolwich division has always been present to assist the committee in applying the various tests (such as singeing and scraping the surface of cloth, &c.), for many years in use at inspections.

4. The committee desire to remark, that the system of examination of all articles at the present time is precisely that which has always been in use, and that no additional or unusual test has been applied to any of the articles exhibited by Messrs. Hebbert & Co.; they have only been tested and examined in the same manner as the goods of all other contractors have been.

5. That these tests (the accustomed course of examination—the reception or rejection of supplies) have neither been considered unusual or unfair by contracting parties is evidenced by the general state of the records of the survey book, extending over many years, showing, though the rejections have been numerous, and involving heavy pecuniary losses, there is no trace of the same degree of dissatisfaction or cavilling at the decisions of the committee by the contractors of the past time as has been shown by Messrs. Hebbert & Co.

6. The committee have deemed it right to make these remarks, lest it should be supposed the examination of Messrs. Hebbert & Co.'s supplies had been different, or more strict than heretofore was the practice; and they desire to record in distinct terms that none of the rejections complained of by Messrs. Hebbert & Co. have been made without due care and deliberation on their part.

7. The general quality of the goods submitted by Messrs. Hebbert & Co. has been, in the judgment of the committee, of an inferior stamp. Red cloth (privates) which had met with rejection in the piece, has, in the firm opinion of the committee, been submitted again in made-up tunics. Black-grey cloth has been rejected for deficient weight, and black-grey cloth for trousers has come before the following committee in so damp a state as to render the discovery of its true weight impossible. Black-grey cloth has been submitted of so loose fabric and texture (though of the required width) that the committee have been compelled to reject it, and they believe that if it had been sufficiently "milled" to give the required substance, the width would have been deficient.

8. White kersey has been placed over the rollers, and found "unfit for service," by reason of stains passing through its whole substance in large spots, and the committee have discovered chalk or whitening rubbed over the stains.
The contractor's agent being called in, did not attempt to deny its presence.

9. The linings of the made-up tunics and jackets have been so inferior in quality to the "sealed pattern for lining," as to justify the committee in condemning the garments without noticing the cloth; but as a guide for the contractor, they have also noted for his information, "rejected for inferior cloth."

10. The committee trust they may be permitted to state, that the duties imposed on them, in carrying out these surveys, have ever been considered by them of an extremely responsible nature. Their aim has been to pass only such articles as were proper for the service, and not to embarras contractors by trivial rejections, and so be instrumental to their pecuniary loss. Their bounden duty to the Crown and the interest of the men of their corps, who, by the regulations of the service, are compelled to purchase many of the "approved" articles, urge them to an impartial, but at the same time strict line of proceeding,

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ceeding, and the committee have on mature reflection the satisfaction to believe that they have never shown undue leaning either to the Crown or the contractor.

11. Towards Messrs. Hebbert & Co. the committee have exercised the same spirit and feeling as to other contractors, by pointing out (though they had no need so to do), the errors and mistakes they, Messrs. Hebbert & Co., had fallen into by submitting articles so dissimilar to the patterns as to cause the committee to believe that no care had been taken in their preparation or measurements.

12. In conclusion, the committee would draw attention to the great inconvenience the service has been put to by Messrs. Hebbert & Co. so repeatedly tendering articles of an inferior quality. The annual clothing of the corps is in a backward state; the time of the inspecting committee, which ought to have been given to other duties, has been occupied by the examination of their faulty articles, to an extent which the committee begs may be noticed.

(signed) *A. B. Stransham,*
Colonel, Second Commandant and President.

Department of the Comptroller of the Victualling, Admiralty, Somerset House, W.C.

Gentlemen, 13 May 1857.

Having laid before the Lords Commissioners of the Admiralty your letters of the 30th ultimo and 8th instant, I have to acquaint you, that your request, that the articles of clothing for Royal Marines tendered under your contract which have been rejected may be re-examined, cannot be complied with, and I request that you will forthwith remove from the Victualling Yard, at Deptford, such of the articles in question as may now be lying there.

Messrs. Hebbert & Co.,
8, Pall Mall East.

I am, &c.
(signed) *Thos. T. Grant.*

2348. I believe there was still a further remonstrance made by Messrs. Hebbert?—Yes.

2349. Put in the remonstrance, with any further report of the Board of Inspecting Officers, to whom the remonstrance was referred?

[*The Documents were handed in by the Witness, and were as follows:*]

Sir, 8, Pall-Mall, East, London, 14 May 1857, S. W.

We have the honour to acknowledge the receipt of your letter of the 7th instant, ordering a further supply of clothing for the Royal Marines, under our contract of 28th November, which shall have our immediate attention.

We beg leave to take this opportunity in reply to your letter of the 13th May, to repeat, for the information of the Lords of the Admiralty, that we have every desire to execute this and all other orders fully up to the patterns and conditions of our contract, as we have endeavoured to do heretofore; still, in justice to ourselves, we must claim their Lordships' protection against the rejections pointed out in our letter of the 28th ultimo, and the enormous expenses to which we have recently been put by the authorities appointed to inspect our supplies; and which, by the refusal of the Board to release us from our contract, or to allow us an appeal, will insure to us very considerable loss.

We set forth in our letter to you of the 28th ultimo how difficult our task has been to make supplies to pass the Board of Officers at Deptford, in consequence of their receiving and rejecting on the same day articles precisely similar in quality.

In one instance a large supply of duck was rejected only for being callendered, that is, pressed.

A supply of drummers' caps was rejected because the small distinguishing ornament was not produced from the same die as the pattern, the difference being merely in the die-sinker's style of work.

Three supplies of serge were received, and upon which a sufficient supply was ordered by us to meet the demands consequent on our contract, but, when offered for the fourth time, was rejected; 10,000 yards of this material still remains in our stock.

The same with the kersey; two deliveries were accepted and received, and the third rejected, although of the same blend and manufacture.

The same also occurred with the privates' black grey cloth, leaving us with 5,000 yards in stock of the same quality as 4,000 yards that had been received on a former occasion. We might go through nearly the whole list of our supplies with the same illustrations of the caprice or the incompetency of the Board. No confidence can exist as to the result of our labours.

It is reported that the impression of the Board is, we have taken the contract at too low a price, and therefore cannot work fully up to the patterns.

This might partly arise from a comparison with the late contractor's high prices, who, having passed in his former tender at a time when all the army clothiers were fully employed in consequence of the augmentation of the army, and no competition was anticipated, no doubt availed himself of these circumstances in his prices. This impression, if true, is evidently detrimental to us.

We

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We beg to repeat what we stated in our Memorial to the Lords of the Admiralty, that we only wished to be released from our contract, from the impossibility we feel it to be to satisfy the Board; and that our request had no reference whatever to the prices at which we had tendered, with which we should be satisfied under a competent and equitable inspection.

Should you deem it necessary, we can refer you to respectable manufacturers who are making material for us, to verify that we have never restricted them in price, or authorised them in any instance to depart from the full quality of the patterns received from the Deputy Adjutant-general for our guidance. In fact, in two important materials the same manufacturer is supplying us with the same quality of goods he made for the late contractor, and the same as required under our contract; and he naturally refuses to take back what has on so many occasions given satisfaction to the Board.

We have, moreover, to bring to their Lordships' notice, that in some instances before the Board of officers have seen our supplies, information has been given to us, by disinterested parties, that a particular article would be rejected; and further, that a reference as to the quality of our supplies has been made, and opinions received from the former contractors.

This, we submit, is evidently unjust to us, especially when we are excluded from any communication with the Board on the subject of our own goods.

We beg further to remark, that we consider, in justice to ourselves, some inquiry should be made as to the partial manner our supplies are laid before the Board by the marine store receiver, by whose judgment we believe they are influenced. That the dies of our cloths are tested by him, and rejected in consequence, without our being able to refute the fallacy of his tests.

We trust their Lordships will pardon the liberty we have taken in troubling them with these remarks, and we plead the heavy losses that have occurred, and may occur hereafter, as an apology.

To Thomas T. Grant, Esq.,
Comptroller of Victualling, Admiralty.

We have, &c.
(signed) *Hebbert & Co.*

Royal Marine Barracks, Woolwich, 19 May 1857.

REPORT of a Committee composed of the following Officers, viz.

Colonel A. B. Stransham - - - - President.

Lieutenant-colonel H. Fleming - - -
Lieutenant-colonel G. W. Congdon - -
Lieutenant and Quartermaster A. Wolrige -
Lieutenant-colonel W. F. Hopkins, C. B. -
Lieutenant and Adjutant A. Ellis - -
Lieutenant-colonel A. S. S. Walsh - - } Members.

Assembled by order of Colonel J. T. Brown, Commandant,

Beg to report, in obedience to the Deputy Adjutant-general's communication of the 18th May, laid before them, containing certain extracts from a letter of Messrs. Hebbert & Co., under date of 14th May 1857, and reply to each of them as follows:

"In some instances, before the Board of Officers have seen our supplies, information has been given us by disinterested parties that a particular article would be rejected."	- - The committee have no knowledge of the statement contained in this paragraph, or remark to make thereon.
And, "Further, that a reference as to the quality of our supplies has been made and opinions received from the former contractors."	- - The committee neither collectively nor individually have ever communicated directly or indirectly with the former contractors as to Messrs. Hebbert & Co.'s supplies. The assertion that they have done so is devoid of the slightest foundation.
"We beg to remark, that we consider, in justice to ourselves, some inquiry should be made as to the partial manner our supplies are laid before the Board by the marine store receiver."	- - The "marine store receiver" has nothing whatever to do with the manner that any contractor's goods are laid before the Board. Some member of the committee (most frequently the president) indicates the particular article required to be placed on the survey table for minute examination. The "marine store receiver" counts, weighs, and measures all articles received into the store; and he is bound to inform the committee of the deficient tale, weight, or measure he finds, and such deficiency is always verified by the committee.
"Marine	The

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"Marine store receiver, by whose judgment we believe they are influenced."	- - The committee is not in any way influenced by the marine store receiver; the general inferior quality of Messrs. Hebbert & Co.'s goods is too patent to require any opinion or judgment other than that which the committee possesses.
"That the dyes of our cloths are tested by him, and rejected in consequence."	- - Messrs. Hebbert and Co.'s cloths have not been rejected because the dyes have been tested. Their cloths have been rejected on the broad grounds of deficient weight, measure, texture, colour, and quality, as well as the concealment of damages by chalk or whitening.

(signed) *A. B. Stransham*,
Colonel and President.

19 May 1857.

2350. Was a further remonstrance made by Messrs. Hebbert to the Board upon that subject, in a letter which was not dated?—Yes.

2351. Be good enough to put in that remonstrance, with your report upon it?

[*The same was handed in by the Witness, and is as follows:*]

8, Pall Mall East, London, 1857.

On the 28th November 1856 Messrs. Hebbert & Co. entered into a contract for supplying the Admiralty with clothing at such times and in such proportions as might from time to time be required; this clothing was to be delivered at Deptford, to be strictly according to patterns which were exhibited, especially as to the quality of the cloth.

By the contract, if the "proper receiving or surveying officer" is not satisfied with the quality, the goods are rejected, and the contractor is to pay the difference between his contract price and the price which the surveying officer may pay to any other person from whom he may purchase the goods, besides other penalties.

The "receiving or surveying officer" is a Board of Marine Officers, selected by roster, by the Adjutant-general of Marines, but they are attended by their storekeeper.

Messrs. Hebbert & Co. sent in a supply of goods on the 12th March, a large portion of which were rejected, on the ground of not being equal in quality. Messrs. Hebbert & Co. were much dissatisfied with this decision, but ultimately submitted, being determined to succeed with the next delivery.

On the 24th April they made another large delivery, and were assured by parties who were competent to form an opinion, that this supply was fully up to the mark, but it was treated worse than before.

Thereupon they wrote the letter No. 1 to the comptroller.

To this, they received the reply No. 2. Messrs. Hebbert & Co. are advised, that at law, under the terms of the contract, they have no redress, but must submit to the caprice or ignorant decision of the Board, and that they have no means of getting rid of their contract.

Their loss up to the present time is upwards of 5,000 *l.*, and if they are to go on delivering goods for the next 12 months, merely to have them returned, ruin is before them.

They therefore seek to have their case brought fairly before the Lords of the Admiralty, and, as stated in their letter of the 28th April, to have their next delivery inspected by a competent person or Board.

Messrs. Hebbert & Co.'s Contract for Marine Clothing.

(No. 121.)

Department of the Comptroller of the Victualling.

Admiralty, Somerset House, W. C., 30 May 1857.

1. Referring to the enclosed paper (unsigned and undated) respecting a contract entered into with this department by Messrs. Hebbert & Co. for the supply of marine clothing, I beg to represent that the report made by me to their Lordships on the 1st ultimo, contained the chief particulars of Messrs. Hebbert's case up to that date.

2. The principal circumstances that have occurred in connexion with this case *since* the date of my foregoing report of the 1st ultimo, are the following:

3. Additional

3. Additional supplies of clothing having been tendered by the contractors, the committee of Inspecting Officers again assembled at Deptford on the 9th and 25th April, when large portions of the articles tendered were found to be of inferior quality, and not according to pattern, and were consequently rejected. Messrs. Hebbert then complained of the grounds on which these rejections took place, alleging that certain articles of clothing in a *made-up state* had been admitted, while the like articles *in materials* had been refused, although the cloth and linings were identical in each instance; and they accordingly solicited a re-examination of the rejected articles; whereupon the inspecting officers were required to render a very full report of all circumstances attending the rejections under this contract, and of their reasons for condemning the articles referred to. A copy of the report made in consequence is herewith (marked A), by which it appears that this assertion of the contractors is incorrect, and that they have resorted to a misrepresentation of facts, as the committee have stated, that although, on account of the great want of cloth, they reluctantly admitted a portion with which they were not entirely satisfied, yet in regard to those articles, which *were rejected* (whether made up or in materials), either the cloth or linings, or both, were decidedly inferior to the pattern, and not even equal in quality to such as had unwillingly been received; and the committee have further stated that "no unusual or additional test has been applied to any of the articles in question;" that "none of the rejections complained of by Messrs. Hebbert have been made without due care and deliberation;" that, "in the firm opinion of the committee, cloth which had been rejected in the *piece*, has been again tendered in *made-up tunics*;" that "some cloth had been rejected for *deficiency in weight*, and some had been offered in so *damp a state* as to render the discovery of its *true weight impossible*;" that "white kersey had been found unfit by reason of stains passing through its whole substance in large spots, over which chalk or whitening had been rubbed;" and that "the general quality of the goods submitted by Messrs. Hebbert has been, in the judgment of the committee, of an inferior stamp, whereby great inconvenience has resulted to the service."

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22 June 1857.
9 May 1857.

4. In forwarding this detailed report of the committee, the Deputy Adjutant-general of Marines remarked that he had "carefully looked into this case of appeal by the contractors against the decision of the committee, as well as into the report in question;" and that "he was of opinion that Messrs. Hebbert's application should not be acceded to, but that they should be required forthwith to remove the rejected articles, in conformity with the terms of their contract."

5. Directions were accordingly given to the contractors to remove the articles in question; and, in order to remedy, as far as possible, the very serious inconvenience which these repeated failures had occasioned to the service, measures were again taken to purchase the required supplies, the contractors being charged with any excess cost, and all expenses attending the purchase in accordance with the conditions of contract. As, however, most of the articles must be manufactured expressly for the purpose, some considerable further time must necessarily elapse before they can be actually delivered into store; and meanwhile the equipment of the marines, which should have taken place as usual on the 23d of *last month* must be still further deferred.

6. Messrs. Hebbert & Co. having again, on the 14th instant, complained of the partial manner in which their supplies have been laid before the Board of Inspecting Officers by the marine store receiver, and also of the caprice or incompetency of the Board, the whole matter was once more referred to the committee, whose further report is herewith (marked B.) in which it is stated that "the marine store receiver has nothing whatever to do with the manner that any contractor's goods are laid before the Board;" that "the committee is not in any way influenced by the store receiver, the general inferior quality of Messrs. Hebbert's goods being too patent to require any opinion or judgment other than that which the committee possesses;" and that "Messrs. Hebbert's cloths have been rejected on the broad grounds of *deficient weight, measure, texture, colour, and quality*, as well as the *concealment of damages by chalk or whitening*.

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7. In laying these particulars before their Lordships, I am desirous of drawing their attention to the following passage in the before-mentioned letter of complaint from Messrs. Hebbert, dated the 14th instant, in which they state, that "in some instances, before the Board of Officers have seen our supplies, information has been given us by disinterested parties that a particular article would be rejected."

8. Assuming this assertion to be a fact, that *disinterested* persons have really expressed such an opinion before the article had been seen by the Board, it affords the strongest confirmation (if any were necessary) of the correctness of the conclusions to which the inspecting committee had arrive; and it is difficult to account for such article having been tendered after this disinterested opinion, unless upon the supposition that Messrs. Hebbert still entertained a hope that they would succeed in their efforts to deceive the inspecting officers. Being, however, defeated in their attempts, they now unworthily impugn at once the competency and the character of the Board of Inspection, and seek to be relieved both from the penalties they have already incurred, and from any further liability under their contract.

9. Upon a careful review of the whole of the circumstances of this case, and after the full investigation it has undergone, it appears that Messrs. Hebbert & Co. have attempted to impose upon the Government, by tendering articles inferior in all respects to those which, in

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in competition with other persons, they contracted to supply; that they have systematically endeavoured to evade the fair and just requirements of their engagements, failing in which, they have assailed the characters and conduct of the officers appointed to inspect their supplies; and that they have even descended to a disgraceful deception in disguising the real condition and quality of some of the damaged cloth, which they attempted to pass as conformable in every respect to that which they had engaged to furnish.

10. I can, therefore, only beg leave to submit to their Lordships, that Messrs. Hebbert & Co. are entirely undeserving of the slightest consideration, and consequently that no relief whatever should be afforded them.

11. I beg to be informed of their Lordships' decision thereon.

(signed) *Thos. T. Grant,*
Comptroller of Victualling.

The Secretary of the Admiralty.

2352. In point of fact, Messrs. Hebbert & Co. had ample opportunity of showing whether they could supply the articles under their contract, notwithstanding the former rejection; and, taking advantage of that permission, their second delivery was also rejected, and a month elapsed between the first rejection and the purchase being made of the other parties, for which they are liable?—Yes.

2353. And on the second occasion three or four separate inquiries were made by you, by the Superintending Lord, by the Deputy Adjutant-general of Marines, and the Board of Inspectors, into the circumstances of the case?—Yes.

2354. Messrs. Hebbert were of course perfectly aware when they entered into the contract, that the report of the Board of Marine Officers was binding upon the contractor?—Certainly; it is specified in the contract that the goods are to be inspected by certain officers.

2355. Goods tendered by other contractors have, I believe, also been rejected?—Yes.

2356. Upon such rejection, have they remonstrated in the same way as Messrs. Hebbert & Company?—At this moment I do not recollect an instance of a contractor having complained of the decision of the inspecting officers in the same way.

2357. Is it the case that parties who have entered into contracts on former occasions, and have been subjected to this particular clause in the contract, have subsequently entered into fresh contracts?—They have.

2358. Have Messrs. Hebbert & Company themselves, subsequently to these complaints, made a tender for a contract?—They have done so, and very recently.

2359. On the occasion of Messrs. Hebbert tendering, did not other parties also tender who had previously entered into contracts?—Yes; I believe that all the six contractors who competed with Messrs. Hebbert had formerly had contracts with our department.

2360. Do you consider that a clause providing that, in case of rejection by the Board of Inspecting Officers, resort might be had to arbitrators, would be advantageous or disadvantageous to the public service?—I should think it would be highly disadvantageous.

2361. State your reasons for that opinion?—The officers appointed are generally gentlemen of high rank in the Marines who have passed through the service, and who are perfectly competent to form an opinion upon the description of cloth that the men ought to wear, having had opportunities of seeing its wearing qualities both on shore and on board ship. I believe they go particularly into the matter, as I understand they singe the cloth, scrape it, examine it microscopically, and endeavour by every means to ascertain its quality, and I am quite sure considering the high position those officers hold in the service, being gentlemen of honour, that they really have no feeling against individual contractors, that they only wish to perform their duty in a proper manner towards the Crown as well as to the individual contractor; and I am quite certain that if the inspection were put into the hands of a second or third person, by way of arbitration, it would lead to difficulty, and no good could result from it.

2362. Colonel *Gilpin.*] You think that the Board of Officers are more competent judges of the cloth than inspectors who might be sent from Weedon?—I should think they are quite competent to give an opinion, on account of their great experience; many of them having been in the habit of inspecting this cloth for

for some years, and therefore they know practically the the quality of cloth required, and whether it is equal in every respect to the sample.

2363. You think they are as competent as the inspectors I have referred to? I think so.

2364. Mr. *T. G. Baring.*] The officers composing the Board are, I believe, assisted by the master tailor?—Yes.

2365. Allusion has been made to the contract for caps made by Messrs. Hebbert prior to this contract for clothing; will you be good enough to state the circumstances of that contract?—I find that in November 1853 Messrs. Hebbert had a contract with us, and that on that occasion there was a certain number of forage caps rejected, on account of being a mixed delivery; many of them were objected to on account of being considerably too small, and as having been evidently stretched, and much torn in consequence; and other articles were also rejected under the same contract, as being inferior in quality.

2366. *Chairman.*] I suppose you have been some time in office, and that it has been a part of your duty to make contracts for supplying the marines with clothing?—Since I have held my present position that has been one of the duties I have had to perform.

2367. How long have you been in that office?—About seven years in my present position.

2368. In 1854, what was the mode of furnishing the clothing to the marines?—I believe precisely the same as now.

2369. Does the present contract differ from former contracts, and if so, in what particulars?—Not materially; I think in our last contracts we have altered the delivery of the articles from one month to two months.

2370. I believe the marines have always been rather better clothed than the army at large?—I can hardly offer an opinion upon that point.

2371. Can you give us information as to what prices you pay for the clothing of a private of marines?—Yes; I can give you a copy of the tender.

2372. Can you inform the Committee what is the system of clothing the marines?—We advertise first of all; tenders are called for on a certain day, and are put into the tender-box, as I have already described. When the articles are delivered at Deptford, information is given to the Marine Department, for the assembling of a Board, for inspecting the articles so delivered. I think that they assemble at Deptford the second Tuesday in every month, for that purpose. They inspect the articles tendered for delivery, and either receive them or reject them, as the case may be.

2373. Is the Board of Inspection composed of field officers of long experience, captains, quartermastsrs, and tailors?—I believe, on the occasion of this large rejection, there were four lieutenant-colonels, the adjutant, and the quartermaster of the division; the marine store receiver, and, I believe, the master tailor also, attended to assist the Board.

2374. During the eight years that you have been connected with that branch of the department, has that system, in your opinion, worked satisfactorily?—I should say perfectly so, as I do not recollect that we have had any complaint from the marine authorities as to the wearing of their regimentals; so that it appears to have given satisfaction not only to the officers, but to the men.

2375. Is there any condition in the contracts for making a contractor responsible for the wearing of the clothes before he is paid?—There is no clause of that kind.

2376. Who decides upon the patterns?—The marine authorities.

2377. The Admiralty?—They are selected, I believe, by the Deputy Adjutant-general, in conjunction with the field officers of divisions, and when they have selected the patterns, they are submitted to the approval of the Board of Admiralty, when they are sealed, and the contract is made upon them.

2378. During the period of eight years that you have been instrumental in contracting for the clothing of the marines, how many instances have occurred of the clothing being condemned *en masse*?—We have never had any condemnation of that kind before the present instance.

2379. A partial condemnation often takes place?—Yes.

2380. And the contractors have always remedied those defects?—The same course has been adopted on former occasions as in the present instance. The contractors have been fined, and purchases have been made over their heads, if it has been considered necessary to purchase.

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2381. In the Minute you have read, I see you make use of two very strong terms, "imposition" and "deception"?—I believe I have made use of those expressions, or words to that effect.

2382. State your grounds for using such strong terms as those against this firm?—I think that when the contractor had been made aware that he had tried to send in goods which were of an inferior quality, he almost immediately afterwards sent in similar goods, which were also rejected, and when he stated subsequently that he had quantities in stock as required under the terms of the contract, and requested that he might supply accordingly, and when after the Admiralty, with great lenity, I think, and contrary to my own opinion, allowed him to send in 20 sets of clothing from the cloth he alluded to, it was found that a great proportion of these 20 sets was rejected, not only on account of the cloth being inferior in quality and colour, but also owing to a portion of it being damaged, and when, as the report goes on to say, white kersey had been covered over with whitening or chalk, to conceal the stains passing through its whole substance in large spots, I think it was an attempt, on the part of the contractor, to defraud.

2383. Messrs. Hebbert & Company having failed in their supply, you went to Messrs. Dolan, they being the parties on the list who made the lowest tender, except Messrs. Hebbert?—They were engaged to supply the quantity of clothing which has, up to the present moment, been rejected, and which ought to have been delivered by Messrs. Hebbert.

2384. What is the difference in price between the two contractors?—They are obliged to supply the goods upon the same patterns as Messrs. Hebbert had undertaken under their contract; and I believe I am correct in saying that some few articles which have been delivered by Messrs. Dolan have also been rejected.

2385. My question is, what is the difference in price between the two firms?—I cannot, at the present moment, give you the prices which have been paid to Messrs. Dolan.

2386. Is the supply that Messrs. Dolan & Company have undertaken to furnish you with complete?—No, it is not.

2387. Have they exceeded their time?—There is an agreement made for Messrs. Dolan to send in the goods as soon as they can; but we do not bind Messrs. Dolan down to the terms of the contract; it was a purchase, not a contract.

2388. Mr. *Philips.*] Is that according to the sealed pattern?—It is.

2389. *Chairman.*] Is the price that you have agreed to pay Messrs. Dolan & Co. the same as their original tender?—I could ascertain that if the Committee desire it, and I should say there is a material difference between the price at which they tendered, and that at which they are to supply the goods.

2390. Did you call upon Messrs. Dolan & Company for a fresh tender, or did you call upon them to carry out their original offer?—Orders were sent down to the officer superintending the Victualling Yard, Captain Austin, to take the usual steps, and he directed the storekeeper, in conjunction with the quartermaster of marines, to ascertain whether these articles could be obtained. I have reason to believe that they went about to three or four different houses, and found that they could procure these things sooner and cheaper from Messrs. Dolan & Company than from any one else; they therefore entered into an agreement with them to send in the quantities as soon as they could possibly be procured.

2391. When Messrs. Hebbert & Company made an application to the Admiralty to allow the inspector of cloth and clothing at Weedon to come up and give an opinion, that of course was suggesting a reference between you and them as regards the dispute?—I suppose that was their object.

2392. What was the ground of your refusing that?—I have reason to suppose that the Admiralty thought that, having ordered a second inspection and a very particular inspection to take place, and finding that the same conclusion was arrived at, they considered any further inspection quite unnecessary.

2393. When you make a charge against a respectable firm of imposition and deception, do you not think that they should be allowed to bring forward the opinion of persons other than those connected with the department?—So far as I have gone into the matter, I think that, in this case, the fraud is so palpable, and that so much leniency has been shown towards them by the Board of Admiralty, that they have gone quite far enough.

2394. Mr. *T. G. Baring.*] The opinion has only been produced to the Committee in consequence of the contractors having thought right to impugn the decision of the Admiralty and of the officers?—Yes.

2395. And it would not have been published if the contractors had not made a charge against the department?—No.

2396. Colonel *Gilpin.*] You say that some of the cloth was rejected on account of the weight; is the cloth seen before it is made up?—The contract is, that they are to send in made-up clothing, and also to send in cloth by the piece; the stipulation is, that the cloth is to be of such and such a width, and such and such a weight, in order that there may be the proper quantity of wool in the cloth.

2397. Should it not be weighed before it is made up?—We only weigh the cloth that is sent into stock in the piece.

2398. Was the cloth which was rejected seen by the inspectors before it was made up?—It was not, as the cloth in made-up articles is only seen by the inspectors when those articles are delivered in a made-up form.

2399. How do you know anything about the weight of it?—The cloth which is delivered in the piece is weighed, but not the cloth that is made up into tunics; we have not rejected any tunics, as not being of the proper weight.

2400. The material was weighed before it was made up, and was rejected?—It was rejected on account of its not coming up to the stipulations of the cloth furnished by Messrs. Hebbert under their contract.

2401. *Chairman.*] How long have you contracted for cloth as well as for clothing?—For many years; I cannot say the number. It has always been the custom to contract for cloth as well as for made-up articles; the made-up articles are principally intended to be sent on board ship.

2402. What proportion is there between the two?—That depends upon the demands that are made upon us by the marine authorities; we keep a certain quantity in stock to meet demands; and as that stock is called upon by the marine authorities, we have further supplies from the contractors.

2403. I believe the force of marines is at this moment 15,000?—About that.

2404. How many of those marines are clothed by your furnishing the cloth, and how many are clothed by the clothiers?—They are clothed entirely by materials which are contracted for by us, or by made-up clothing.

2405. About what proportion of material furnished by yourselves do you deliver to the clothiers to make up, or to the marines to make up?—We do not deliver any materials to the contractor to make up, but only to our own men.

2406. Lord *Claud Hamilton.*] Are the reasons for the rejection given to each contractor?—Yes; I believe I am correct in saying that each contractor has been furnished with the reason for the rejection of each article, when applied for.

2407. Is the appeal to the Deputy Adjutant-general of Marines?—No; the appeal in the first instance is to myself.

2408. Do you then bring the matter under the consideration of the Admiralty?—Yes.

2409. If a contractor questions the decision of the Board of Officers, he mentions his objections to you?—Yes.

2410. Do you then examine the articles yourself?—No; I give no opinion whatever as to the articles.

2411. What step do you take?—I submit the case to the consideration of the Admiralty, and they adopt such course as they think right and proper; if their decision is not satisfactory to the contractor, he has then the power of appealing to the Board of Admiralty direct.

2412. Are the articles submitted to the party to whom the appeal is made?—The articles are submitted to the Board of inspecting officers.

2413. After rejection, and the articles submitted, the next authority?—They are not submitted to myself at all; nor does the Board of Admiralty see them.

2414. You merely convey to another the fact that the contractor complains?—Yes.

2415. Are the articles which have been rejected laid before the Board of Admiralty?—No, they do not see the articles themselves; they refer to the Deputy Adjutant-general for any remarks which he may have to make, or, of their own accord, they direct a second inspection to take place.

2416. If they refer to the Deputy Adjutant-general of Marines, in what way does he test the propriety of the decision?—That I am not prepared to say; but I think

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I think that in one of his letters he says he is perfectly satisfied that the decision of the inspecting officers is correct.

2417. When you say that Messrs. Hebbert & Company have impugned the character of the Board, from what facts do you arrive at that conclusion?—I think, in the statement they made, they suggested that the officers were ignorant and incompetent, or that they were partial, or words to that effect. I do not say that those were the exact words, but there is an expression in the letter of Messrs. Hebbert which certainly speaks of incompetency

2418. You gave your opinion under the feeling that the character of the Board had been impugned?—Yes.

2419. Do you think that there is anything in the conduct of a contractor who appeals to the official inspectors of clothing at Weedon, or to men in the trade, or to a Board composed of Government officers from Weedon, or cloth-workers, which looks like an attempt to defraud?—If I am correct in my supposition, there has already been an inspection by three or four lieutenant-colonels in Her Majesty's service, who are supposed to be, and are no doubt, highly honourable men; from the experience they have had with regard to clothing, I think that their decisions are equal to those of any inspectors whom Government might think proper to send up from Weedon; as for the trade, I think I am in a position to show that when clothes have been rejected, they have stated most positively that the inspecting officers knew nothing about the matter; that the goods sent in were equal to the sample; but, upon analysis, we have found their statement to be incorrect. I can mention one circumstance recently in which the Board of Admiralty have been subjected to great fraud; it is in the case of a contract entered into for flannel. The inspecting officers thought proper to reject the flannel, as not being equal to the sample, on account of its containing a certain amount of cotton; the contractor appealed, and said it was the same, adding that he had applied to six Manchester houses; the inspecting officers adhered to their statement that they were correct; that they had analysed the flannel, and found that it did contain cotton. As usual, I submitted the whole of the statement to the Board of Admiralty, and they thought proper to request the Board of Inland Revenue to take the matter in hand, and, I think, to appoint an analytical chemist for the purpose of ascertaining whether the decision of our officers was correct or not; they appointed Dr. Lindley to analyze the flannel; we sent to him six different samples, and he reported that five of the samples contained cotton, and that the sixth, which was the sample pattern, contained no cotton at all. I am, therefore, disposed to think that if we were to resort to arbitration, it would create a great deal of inconvenience and loss of time, and that no good could result from it.

2420. Mr. *Liddell.*] I suppose that the Board of Inland Revenue was chosen on account of its total disconnexion with the matters under discussion?—The Admiralty did not give any reasons for their applying to the Board of Inland Revenue.

2421. Is it frequently resorted to as referee?—I do not recollect that they were ever called upon before to offer an opinion, and it is very seldom that a contractor objects to the decision of our officers; if they do object, the matter is thoroughly gone into again; but, generally speaking, the contractors are satisfied with the decision, and when this decision was made known to the contractor in this instance, he came forward, and paid the fine immediately.

2422. *Chairman.*] The appeal to the Board of Inland Revenue as regards the flannel, was satisfactory to the Admiralty?—Yes.

2423. Why should you allow an appeal in one case, and refuse it in the other?—I think that the cases are not exactly parallel; the flannel was condemned on account of its containing a certain amount of cotton, and very few, probably, but scientific men, are able to detect whether cotton exists in flannel, or in what are termed woollen goods; but it happened in this instance that one of the inspectors was a gentleman of high scientific acquirements, who took an interest in all matters of this description, and he showed me the result of his analysis. I believe the Board of Admiralty were not aware that one of their inspectors was a scientific person, and that therefore they thought it better to put it into the hands of some really scientific man; it was not on account of any fault as to colour or width, or weight, or anything of that kind, that the flannel was rejected, and therefore its inferiority could only be detected by analysis.

Jovis, 25° die Junii, 1857.

MEMBERS PRESENT.

Colonel Boldero.	Mr. Philips.
Lord Claud Hamilton.	Mr. C. N. Newdegate.
Colonel Gilpin.	Sir C. Napier.
Mr. T. G. Baring.	Mr. Monsell.
Viscount Duncan.	Mr. Liddell.
Mr. Brown Westhead.	

COLONEL BOLDERO, IN THE CHAIR.

Colonel Stransham, called in; and Examined.

Col. *Stransham.*

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2424. Mr. *T. G. Baring.*] WHAT is your rank in the Royal Marines?—I am Colonel, Second Commandant of the Fourth Division of Marines, quartered at Woolwich.

2425. What experience have you had in the examination of clothing of the Royal Marines?—My experience extends over a period of 22 years.

2426. In what manner have you gained that experience?—I have personally attended at, and been president of, a certain number of surveys at Deptford connected with the Clothing Department, to the number of 48.

2427. You have attended 48 surveys?—I have attended 48 surveys personally, either as a member or as president of the committee.

2428. Describe the constitution of the committee of marine officers, which assembles for the inspection of clothing?—It was constituted in 1833 by an Admiralty Minute, and it was directed to be composed of certain officers, the Colonel, Second Commandant of the Division, two Field officers, and occasionally more, if the service would admit of it, the Quartermaster, the Adjutant, and, when barrack stores were to be surveyed, the Barrack-master.

2429. How were the Field officers selected?—According as they happened to be on or off duty.

2430. The committee does not, I believe, always consist of the same officers?—The field officers are taken according to the roster.

2431. How many?—There are four now, but at the time the committee was originally constituted there were but three.

2432. Do any other parties attend the committee to give a professional opinion?—The master tailor since 1850 has attended for the purpose of producing patterns, and giving any little information which the committee might desire.

2433. What rank in the corps does the master tailor fill?—He is a civilian, and has been a tailor all his life; he is enlisted as a serjeant, so as to give him authority and control over the tailors, and to give him a certain status in the corps, but he has never shouldered a musket in his life.

2434. Do any other parties assist you in the examination?—The foreman of the stores weighs, measures, counts, &c., and he is assisted by two labourers.

2435. Describe to the committee the whole process of inspection, including the weighing and examining from the time that the clothing, including the materials, is received at Deptford?—The cloth and clothing and articles of every description are delivered there by a certain day. With regard to the article of cloth in particular, I will describe the process by which we endeavour to ascertain its similarity to the sealed patterns which are deposited for our use and guidance; after the contract has been decided on, the sealed patterns by which that contract has been made are deposited for our information in the store at Deptford, being sent through the Deputy Adjutant-general; on the card is stated whether it is a pattern for material, or, in the case of clothing, whether it is a pattern for workmanship only. A certain quantity of cloth being received, the foreman takes the number which it bears on a leaden tally attached to the selvage; it bears a card with a corresponding number stating its weight, number of yards, and possibly a piece of string may be attached to the card stating that there has been

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been damage done to it, for which the contractor makes a corresponding allowance. The foreman of the stores cuts from each piece an irregular portion, puts a corresponding number on, states the weight, and if of light weight. Those patterns are sent by the foreman of the store to the master tailor at Woolwich; they are singed by him, and are scraped so as to show the warp and weft, and the surface of a certain portion of it is destroyed to enable us to discover the true value of the cloth. The surveys are properly held on the second Tuesday in the month; but latterly they have been held at very irregular periods, because of the exigencies of the service and the difficulty we have had in getting a supply, owing to the failure of the contract by Messrs. Hebbert & Company. The survey is ordered by the commandant of the division, and the field officers are detailed in the usual course in the order book; we proceed to Deptford, accompanied by the master tailor, who takes with him those patterns which he has procured for our inspection; having got there, if there should be barrack stores, they are always taken first, so as to enable us to dispense with the attendance of the barrack-master; supposing he is not there, we take the first article that appears on the list, or as may be convenient. As regards the cloth which is for survey, the president generally calls for, and points out a particular piece of cloth to be placed on the table for survey; as soon as the number is ascertained, it is called, and the master tailor produces the sample pattern which has been cut out in an irregular shape; we test that it is the cut piece by fitting it in, and having done so, we compare that part which has been singed with the part of the sealed pattern which also has been singed. We examine it by various means; we place on it a magnifying glass, so as to count the threads of the warp and weft, to see that we have the same corresponding number as appears on the pattern; we try the substance by feeling it, and by various manipulations which persons accustomed to it will easily understand. Having satisfied ourselves that it is apparently the same substance, we try the colour by placing it in various lights, and having satisfied ourselves of it, it is put into the scales for measurement.

2436. Is it weighed by the store receiver of the dockyard?—By the foreman of the stores.

2437. On inspection is it weighed by the Board of officers?—By the Board or by some of the Board going to the large scales, if necessary; for small articles the weights and scales are put on the table.

2438. They are weighed by two different parties?—Yes.

2439. Then you reject some and accept others, according to the opinion of the committee?—If the cloth passes the required examination, and appears to be perfectly similar to the sealed pattern, it is then considered to be passed; but if it differs from it in any point whatever, in the judgment of the committee, it is rejected, because we are not competent to receive a thing which is in any way inferior to the sealed pattern deposited for our guidance.

2440. Your duty and responsibility consist in receiving nothing which is not perfectly equal to the sealed pattern forwarded to you from the office of the Deputy Adjutant-general?—That is so.

2441. How do you provide for the master tailor performing his duty in singing, scraping and examining the cloth with sufficient accuracy to operate as a check upon the contractor?—He does it in such a way that any one is competent to see, upon comparison with the singed portion of the cloth, whether it has been equal, or less, or more.

2442. Is it to his interest that the cloth should not be received unless it is equal to the sealed pattern?—It is to his interest, as a master tailor, to have the best supply he possibly can, for I, as a field officer, have compelled him to make good at his own expense damaged articles of clothing, damaged by the men in the short wear which it occasionally has, they making the complaint to the captain of their company, who brings the article for the inspection of the field officer.

2443. *Chairman.*] What did you mean by the word "damaged"?—I referred to such a thing as the seat of a pair of trousers going, perhaps two or three days after they have been issued, with no fault in the man wearing them; the master tailor has made them good out of his own resources, because I have not thought it right and proper to compel the man to pay for it.

2444. Mr. *T. G. Baring.*] The master tailor is responsible for making up the cloth?—Yes.

2445. Mr. *Brown Westhead.*] Is he responsible for the cloth?—Not at all.

2446. Are you speaking of clothes that are badly made up?—No.

2447. Explain

2447. Explain to the Committee what is the class of damage to which you are now referring?—The seat of a pair of trousers may go in three or four days, and being exhibited to me, I have desired the master tailor to examine them, and he has said, "Well, they are gone, and I will make them good."

2448. Mr. *T. G. Baring.*] Does that refer to the making?—To the substance of the cloth.

2449. The point I wish to ascertain is, whether the master tailor is likely to be negligent in his duties, if he is called upon to make good such deficiencies as that?—Certainly not.

2450. In point of fact it is to his interest that the cloth should be of good quality?—Yes.

2451. Do you recollect an inspection by a board of officers, of which you were chairman, on the 25th of April last, of certain clothing for the marines?—Yes.

2452. Had you several subsequent meetings in consequence of orders from the Deputy Adjutant-general, in order to report your answers to certain objections made by Messrs. Hebbert to the original decision of the Board, of which you were chairman?—We met several times.

2453. Be good enough to state whether, having been in attendance as a member or chairman of these Boards for many years, you recollect similar remonstrances having, in the case of former rejections, been sent down to you, in order to report upon?—I never was member of a committee which had cause to meet to revise their proceedings, until within the last few weeks, in consequence of the rejection of his clothing; but I have taken out carefully from this survey book the number of surveys that have been made, and the number of rejections that have caused the revision of the opinion of the committee; the number of surveys made has been about 339, and, setting aside the objections of the present contractors, there have been only four instances in which the committees have been called upon to re-consider the decision to which they had come.

2454. When you say, "setting aside the objections of the present contractors," do you mean to include the former remonstrances made by them?—I know nothing of that; I am referring to two rejections in the year 1846, one in 1848 and one in 1851.

2455. Lord *Claud Hamilton.*] Over how many years do those 339 examinations extend?—Twenty-four years.

2456. Mr. *T. G. Baring.*] Be good enough to state whether, for the proper exercise of the duties committed to the Board of officers for the inspection of marine clothing, it would or would not, in your opinion, be advisable for the interest of the soldier that the power of arbitration should be inserted into the contract, giving a right of appeal from the decision of the Board to the Government inspectors at Weedon, or any other party or parties?—It would neither be advantageous to the interest of the Crown nor the soldiers that arbitration should be permitted as between the decision of the Board and any member connected with the trade.

2457. Upon what reason do you ground that opinion?—The interest of the contractor is to give the lowest possible state of goods for the highest money price he can obtain.

2458. Would it diminish the responsibility of the Board of officers if such a provision were inserted in the contract?—It would do so. Practically speaking, the committee would then feel that they were overlooked by a power which could revise their proceedings and overturn them; they would undertake their duties with this feeling hanging over their heads, that whether they did right or whether they did wrong, this species of arbitration would be detrimental to the service.

2459. You mean, that supposing you had, as a member or chairman of a Board of officers, to decide upon the receipt or rejection of clothing, if you knew that, if you rejected it, it would be referred to arbitration, you might feel that you had much better pass it, in order to prevent your decision being over-ruled by another party?—That is the feeling I entertain; I should not be a free agent to give my opinion independently.

2460. What objection have you to that arbitration being committed to other mercantile firms engaged in the same trade?—I think that no one engaged in the trade should have a voice in the matter.

2461. Would not his interest be precisely the same as the interest of the contractor?—It would be the interest of the trade at large to keep the quality of the goods as low as possible.

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2462. With respect to the inspection by Government officers at Weedon, do you consider that the Board at Deptford is as well qualified to decide upon the clothing as any such inspectors could possibly be?—I do not know the description of inspector they have at Weedon, who he is or what he is.

2463. You think that a Board of officers accustomed to the wear and tear of clothing are perfectly competent, with the assistance of the master tailor, to decide upon points connected with the rejection or reception of clothing?—I think that the great experience gained by officers who have been thrown upon their own resources, commanding detachments in early life, and having the making of the clothing to attend to, and seeing the manner in which it is made up, have sufficient knowledge of the quality of the cloth to form an accurate judgment, and to do their duty properly towards the Crown, and at the same time not to invidiously press upon the contractor.

2464. Mr. *Newdegate.*] Do I gather from that answer that you object to any appeal?—I think that an appeal constantly hanging over the heads of the committee would prevent their free action, and their doing their duty in the same independent way that they have always done.

2465. *Chairman.*] As an old soldier you are thoroughly acquainted with the old system of clothing the line; the officers of regiments inspected the clothing in the same way as you do, and there was a court of appeal of general officers appointed and sanctioned by the Horse Guards. Supposing a Board of general officers composed of marines were appointed to inspect the clothing in case of a dispute, would you object to their decision?—I could not object to their decision if they had come to it.

2466. Do you think from their long experience in the service, having been in the same rank as yourself, and having gone through the same gradations, and performed the same offices, that they would have sufficient knowledge to arrive at a decision of whether the cloth was good or bad?—Some would have greater experience than I have, but some would not have the same; because the surveys only take place at Deptford, and it is only the officer on service at Woolwich who sits upon these committees; some of the officers you refer to have never served at Woolwich, consequently they never sat upon a Deptford survey.

2467. You have told us that you have field officers associated with you in inspecting the clothing at Deptford; do you take them promiscuously as to their station, whether at Woolwich or at Deptford?—No, there are none at Deptford.

2468. Mr. *T. G. Baring.*] Who are the members of the Board of Inspection?—The second commandant of the Woolwich division, two lieutenant-colonels of the Woolwich division taken from the roster, the quartermaster, the adjutant, and, for barrack stores, the barrack-master.

2469. Viscount *Duncan.*] Did I not understand you to say that the master tailor was present at the deliberations?—He is in the room.

2470. To arrive at your decision you call in the assistance of practical men?—We have the assistance of the master tailor, and we occasionally refer to him.

2471. Lord *Claud Hamilton.*] Has the barrack-master anything to do with the clothing?—Nothing.

2472. The Board is composed of the second commandant of the Woolwich division, two lieutenant-colonels taken from the "roster," the quartermaster, and the adjutant?—That is the present composition of the Board.

2473. Then you call in the master tailor for professional advice?—We have him there, and we ask him occasionally a particular point with reference to the cloth that may be under survey.

2474. You may decide without his opinion at all?—His opinion has nothing to do with the decision of the committee; they form their own opinion; but on a nice point it would in some measure influence me, if I could not myself decide upon the merits of a piece of cloth.

2475. He is in no way responsible for the decision you come to?—No.

2476. Mr. *Newdegate.*] You were stating the manner in which the cloth was weighed when it was brought in; is it weighed in the piece?—It must be weighed in the piece, because the cloth is delivered in the piece.

2477. Who weighs it?—The foreman of the stores.

2478. Do you know whether the cloth is weighed by the yard or by the piece required, on the average, for making up a tunic?—The sealed pattern states, in a certain

certain description of cloth, that it shall weigh so many ounces per yard; one description of red cloth will weigh 1 lb. 10 oz., and another 1 lb. 9 oz. to the yard.

2479. Can you tell us why tunics were rejected for want of weight?—They never were rejected for want of weight.

2480. It is in evidence that a large number of tunics were rejected for want of weight?—I think there must be some misapprehension, if that is the evidence; the tunic made up is never weighed, but the clothing material. At page 9 of last day's proceedings mention is made of 920 privates' tunics, but that means the quantity of cloth to make up these 920 tunics. The Committee, not being aware of the manner in which these reports are made, have been misled.

See p. 107.

2481. *Chairman.*] Why were you not present when that report was made?—I was in command at Deal at that time.

2482. Mr. *Newdegate.*] Are you aware of the substance of the documents from the Admiralty dated "Deptford, 13th February 1857," and the "1st of April 1857," which are to be found at page 12 of last day's proceedings?—No; I heard nothing of it until I heard Mr. Grant read it in evidence the other day. The cloth of the made-up tunics we never see until it comes in the shape of made-up tunics. The cloth in the material goes to the divisions, and is cut by the tailors and made up there. We have a pattern of that cloth, in order that we may not err in our decision.

See p. 111.

2483. Colonel *Gilpin.*] Do you mean that they weigh the cloth in the piece, and not in the quantity required to make up a tunic?—Will you allow me to explain that. The mode of clothing is by sets of 25 for every inch of a man's height; from five feet seven to six feet there are three sizes to each inch, large, middling and small, and therefore it would be impossible to judge of the weight of the tunics, and they never are weighed, nor is there any scale for it, but there is a diagram by which we ascertain whether we have the required size; for instance, if 20 tunics are sent in "made up" they are not weighed, but the cloth in material for tunics is separate, the lining is separate, the twist is separate, the lace is separate, and the buttons are separate. The cloth is then weighed, because it is required by the pattern to weigh so much per yard, and if the piece does not weigh the required weight or is of less width, it is rejected. The objection to the made-up tunic would be on account of its workmanship and the lining, and from the general quality of the cloth; but the weight has nothing whatever to do with it, as you may see by the description I have given of the 18 sizes.

2484. Mr. *Newdegate.*] Previous to entering this room you had not, as I understand, seen the document from the Admiralty dated 1st of April 1857?—I heard that report read by Mr. Grant the other day.

2485. Then allow me to call your attention to paragraph six of that report printed at page 12 of the last day's evidence. Mr. Grant is referring to some clothing that was sent in after a great quantity had been rejected, and in this document he states, "upon these 20 sets being inspected, nearly the whole of them were rejected on the same ground as before; being made of damaged cloth, cloth light in weight, and inferior in colour and quality to the pattern,"—how do you account for the statement that these 20 sets of tunics were rejected, because, as one item of objection, the cloth was light in weight, if as you say the cloth for each tunic had been duly weighed before?—We never saw that cloth before; that was a new supply furnished.

See p. 111.

2486. Then, without having previously seen or weighed the cloth, you rejected the tunics because the cloth was under weight?—The 20 tunics here in the material represent so many yards, and do not represent made-up tunics.

2487. Mr. *T. G. Baring.*] In point of fact these were not made-up tunics?—They were not; the clothing in material was not cut; the cloth, if made up, is made up as a coat like the one I have on, but clothing in material is the piece of cloth, which may measure 50 or 55 or 56 yards.

2488. In reference to the question put by Mr. Newdegate, if you refer to page 9 of the evidence you will find under the description of article as "clothing made up; 300 pairs serjeants' stockings, 21 drummers' tunics, 30 boatmen's shirts;" after which follows, "clothing in materials, 920 privates' tunics," &c. These were not, in point of fact, made up tunics, but materials for making a certain number of privates' tunics, &c.?—Perfectly so.

See p. 107.

2489. You weigh the materials and not the made-up clothing?—Yes.

2490. Colonel *Gilpin.*] I observe at page 12 of the evidence that those which

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you rejected appear to have been made up, because I find the expression "made up of damaged cloth"?—I must consider that that is a clerical error which has misled the Committee; and if you will allow me, I will explain it thus: 20 sets were not made up in any shape whatever; they came in in the piece of cloth, having the requisite buttons, twist, linings, &c., for the purpose of making 20 tunics, supposing they had been passed and received.

2491. In point of fact, this report of Mr. Grant, dated 1st April 1857, is not correct in that respect?—The word "made" ought to be struck out.

2492. Mr. *T. G. Baring.*] If you use the word "comprised," would it be more correct?—Yes; they were materials, and not made up.

2493. Sir *Charles Napier.*] What is the proportion of clothing so made up, and what is the proportion of cloth supplied?—The clothing, at head-quarters, is made up of the material, almost without exception; but the clothing which is sent out for foreign service is always in the made-up condition.

2494. Supplied by the contractor?—Supplied by the contractor. He is required, on a certain day, to supply so many tunics made up, and so many tunics in the material; one description goes to foreign parts, and the other to the four divisions, there to be cut and made up by the tailor.

2495. Both the clothing and the materials are inspected at Deptford by the committee, you mention?—Both.

2496. Is the tailor the only professional man who attends there to examine the clothing?—He is the only man whom we take there, but we find an experienced man in charge of the stores, and he must necessarily have some experience, because he has been there a great many years. He has all these pieces of cloth and every thing to weigh, count, and measure, and I believe I am correct in stating that he was once in the cloth trade himself, prior to his entering the service.

2497. Then he is employed conjointly with the tailor to examine the clothing and give information?—He is required to give information.

2498. Does he attend at the examination with the master tailor?—He attends at the table with his measure in his hand, and he has his weights there also.

2499. *Chairman.*] What is his name?—Smith.

2500. Sir *Charles Napier.*] You say that he was formerly in the trade of making cloth?—I believe so.

2501. You stated that the master tailor, in the event of the seat of a pair of trousers wearing out too soon, is responsible for the damaged article?—I have made him responsible.

2502. That is, of course, if he examined them and found that the seat gave way too soon?—I have spoken to him, and he has voluntarily made it good, although, in my judgment, he ought not to have done so, because, at one time, the material, particularly for the trousers, being according to the pattern, which was very inferior, it would not bear what I call fair wear and tear.

2503. Why was not that clothing of inferior quality sent back upon the contractor's hands?—Because it was equal to the pattern; the Government had fixed a standard, which, in my judgment, was an inferior one, and if the contractor came up to that inferior quality, it was all we could require of him; that inferior quality has been changed, and, under the inspection of the "committee," a piece of improved cloth was approved, and has been substituted as the approved pattern.

2504. Why should the tailor, if it is not his fault, be forced to pay for the damage to the clothing?—To get rid of the trouble and inconvenience of being constantly sent for by the field officer on duty.

2505. Why should you make the tailor pay, if the fault was neither his nor the contractor's?—The private soldier has made a complaint that his trousers have worn out in an unexpected manner, and on sending for the master tailor he has said, "I see they are gone, I will make them good," and he has done so altogether at his own charge. Had he refused, the man would have been compelled by the captain of his company to pay for their being repaired.

2506. Has the tailor a fortune to enable him to repair all the seats in the men's trousers which are worn out, whether by his fault or not?—These things only happen occasionally, and it is not every man who can substantiate a good case; but I have done it repeatedly, as the master tailor will tell you.

2507. What is his pay?—He has his pay as the serjeant of a corps, and there is an established price fixed for payment of all clothing.

2508. In point of fact, he has a per-centage upon the clothing?—He has no per-centage upon the clothing; he pays his men and he receives payment for the work he does from the Government; of course he lives by his trade, and the whole sum he receives from the Government does not go to the individual, otherwise he could not make his way.

2509. What may the master tailor's pay and provisions amount to?—His pay as a serjeant is 1 *s.* 10 *d.* per day, and 1 *d.* per day for beer money.

2510. Is that the whole amount of his perquisites?—That is all his pay, and I am not aware that he could have any other, as he does not live in quarters, but lives in the town.

2511. Since the improvement in the cloth, has any defect been found in the seats of the trousers worn by the men?—I have not been in a position to know, as I have ceased to be a field officer, having passed from the rank of a lieutenant-colonel to that of second commandant.

2512. Are these contracts open contracts?—I know nothing of them.

2513. Lord *Claud Hamilton.*] Did I understand you to say, that the committee did not generally include the master tailor, but that he was called on occasionally?—He is not a member of the committee.

2514. Did you further say that he was in no way responsible for the decision of that committee?—In no way.

2515. You stated in reply to an honourable Member, that it was the interest of the master tailor that the cloth should be good, because he had to make it good at his own expense, if it was worn out too soon. I wish you to point out upon what principle of justice you can make a man replace, at his own expense, goods passed by a Board of which he is not a member, and for which decision you say he is in no way responsible?—I thought I had explained that I could not force him to do that; but that he had done so of his own accord, to save himself the trouble of being called before the field officer to explain why such things had happened. I should call him, and say, "These trousers have gone, how is it?" and he might say it was by bad workmanship, or that they had split in the seam, or, as I said before, that it was from the general inferior quality of the trousering authorised by Government.

2516. I ask again, upon what principle of justice do you make the master tailor replace it at his own expense because of bad cloth being used, if he is not responsible for the use of that cloth?—I can hardly answer that more than I have already done.

2517. You make a man pay for bad cloth, for the use of which he is not responsible?—I reply to that, by stating that he might have said "I do not choose to do anything of the kind," and I could then only direct the captain of the company to charge the man with the damage that had taken place.

2518. Mr. *T. G. Baring.*] I asked you whether it was not to the interest of the master tailor that the cloth should be good, and you said it was, because he had to replace damaged articles of clothing, and make them good at his own expense?—It is entirely optional on his part; but I wished to explain, that if the opinion of the master tailor be required as to the merits of a piece of cloth, he would never say it was equal to the pattern if it was in the slightest degree deficient, because if he assisted in introducing into his shop an inferior piece of cloth he would suffer by it.

2519. Lord *Claud Hamilton.*] Do you consider him responsible for the introduction of that cloth if he is not a member of the Board?—I may turn to the master tailor and say to him, "Is this cloth quite up to the mark? does it bear the proper appearance?"

2520. Do you ask that question?—I may or may not do so, and if he thinks it is inferior he will never say it is equal to the pattern.

2521. You did not state that he ought to replace it at his own expense when he had given his opinion, but that as a general practice it was to his interest that the cloth should be good, because he would have to replace it; I again ask you how, if his opinion is not acted upon, you could make him responsible for the cloth which has been accepted by the Board?—I can only repeat what I said before.

2522. Mr. *T. G. Baring.*] Is it not the fact that the master tailor is responsible for the making up of the clothing?—He is responsible for the making up.

2523. May there not sometimes be a doubt as to whether the failure is in consequence of a deficiency in the making up of the cloth, or in the inferior quality

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quality of the cloth?—It is possible; the threads being too close might cause a fracture near the seam.

2524. Then is it not the interest of the master tailor, that the clothing should be good in quality, so that there may be no chance of a defect in the cloth being attributed to the defective workmanship?—The Committee have assumed that the master tailor is present to give such assistance as might be required. I merely wish to explain that he is likely, for the sake of his own interest, to give a correct and honest opinion upon the quality of a piece of cloth, on which his opinion may be asked. I exemplified that by stating, that I had, myself, desired him to make good a deficiency at his own peculiar loss, and he did so voluntarily.

2525. It was not compulsory?—In no way; but having a feeling for the soldier, I have given directions, and the master tailor has, of his own accord, attended to them.

2526. Sir *Charles Napier.*] You stated, that if the master tailor refused to make good the damage, the soldier must?—Yes.

2527. Whether the cloth is or is not equal to the pattern?—Whatever comes into the possession of the soldier has been, in the judgment of the committee, considered to be equal to the pattern, or they would not have passed it.

2528. But if the seat of the trousers gives way, the soldier must repair it at his own expense?—If the tailor does not take it upon himself.

2529. Why should the soldier be obliged to make it good, if it is not his fault, but the fault of the contractor, or the fault of the Government?—The soldier cannot be in rags, and if he has a damage in his clothing, it must be repaired.

2530. At his expense?—There are no means otherwise of repairing it.

2531. *Chairman.*] You stated that the pattern deposited was of bad quality?—It was at that period.

2532. Viscount *Duncan.*] What period was that?—I think we approved the new pattern cloth a few months ago.

2533. Is the cloth in use within the last two months superior to the cloth that was formerly furnished?—The trousering is, unquestionably.

2534. Sir *C. Napier.*] There is only one pair of trousers, I believe, allowed to each man per year?—That is so.

2535. If the soldier wears them out, he is obliged to pay for another pair?—If he wants them, and he is put under stoppages to pay for them.

2536. Have you had many complaints of the seats of the trousers giving way?—Repeatedly, during my term of service.

2537. Did you make a statement at head quarters, that it was unjust the soldier should repair his clothing, if it was inferior?—That was not within my province. Whenever he requires clothing he is provided with it, and is charged the regulated price; and for that reason the committee, of which I am president, have always desired that everything should be equal to the pattern, because it would be unjust that the soldier should pay for an inferior article the regulated Government price.

2538. Mr. *Liddell.*] Is it not often the case that the master tailor, when he hears that the clothing wears too rapidly, comes forward and says he will take it and replace it with other clothing?—He has often done so.

2539. If that be so, is not the master tailor himself the best judge of whether he is justly or unjustly dealt with in the matter?—If I called upon him unjustly to make the damage good, he would refuse; but, for the sake of peace and quietness, I may say, a trifling piece of damage would be repaired by him, and he would think nothing of it.

2540. Do you in any way make it worth his while to make this bargain with you, which appears to many members of the Committee to be so unjust?—In no way. The master tailor receives a regulated price for every suit of clothing which he makes; he pays his tailors at a certain rate for those, and as he makes a great quantity, he must necessarily have for his living a certain profit.

2541. Mr. *Newdegate.*] You stated that the master tailor found it worth his while to make good the damage resulting from the inferior cloth rather than be brought before the Board?—Rather than be troubled to give an explanation.

2542. That he would willingly avoid?—Yes.

2543. Mr. *Liddell.*] Supposing he did not agree to that arrangement, would he lose his place?—Oh, no.

2544. Sir *C. Napier.*] Have you reason to believe that the contractors ever

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pay to the tailors the amount which they have to pay for repairs?—Certainly not; the contractor delivers his goods, he does not know where they go to, and knows nothing at all about them.

2545. Mr. *T. G. Baring.*] You were the chairman of the committee of officers who made these rejections on the 25th of April?—I was.

2546. Have you the survey books with you?—I have.

2547. Are you prepared to answer any question relative to the goods that were then rejected, and received?—To the best of my ability.

2548. Referring to Question 2347, of the last day, do you find what purports to be a report of the proceedings of the Board at which you were present?—Yes.

2549. In reply to the remonstrances by Messrs. Hebbert?—Yes.

2550. In the 7th paragraph of that report, it is stated by you, "The general quality of the goods submitted by Messrs. Hebbert & Co. has been, in the judgment of the committee, of an inferior stamp." Be good enough to say whether you had any difficulty with respect to goods which were passed?—I can safely say, that no one article supplied under the present contract, the clothing particularly, has been passed with satisfaction to myself, nor, I believe I am correct in stating, to the satisfaction of the other members of the committee; if an article has been passed, it has been with a species of hesitation and dissatisfaction; I was doubtful in my own mind as to whether it should be received or not, but being so pressed by the want of clothing in consequence of the failure of these contracts, cloth has been received, which in my judgment was, to make use of an expressive term, "touch and go" with the pattern.

2551. Sir *Charles Napier.*] Have you officially reported that at head-quarters?—It is in our proceedings.

2552. Mr. *T. G. Baring.*] The report goes on to say:—"Red cloth (private), which had met with rejection in the piece, has, in the firm opinion of the committee, been submitted again in made-up tunics." Have you reason to believe that what you there state is the general opinion of the committee?—It is the opinion of the committee, although, of course, they could not positively say that such was the case.

2553. The reason of that is, that you cannot mark cloth which has been rejected?—We could not do that, because there is a difference in the appearance of cloth in the piece and after it is subjected to the process of making-up; it loses its facing and dressing by the manipulation of the tradesman.

2554. Continuing the seventh paragraph, I find it stated,—"Black grey cloth has been rejected for deficient weight, and black grey cloth for trousers has come before the following committee in so damp a state as to render the discovery of its true weight impossible." Do you mean by that to state two distinct facts, or do you mean by that to infer that some which had been rejected as deficient in weight had been made damp to remedy the deficiency in weight?—That I could not say; in making that report I desired to convey the fact that black grey cloth had come in a certain manner, and that black grey cloth had also come in that damp state that it was hardly fair to judge of its weight.

2555. The committee had no doubt that that cloth was damp?—None whatever.

2556. Colonel *Gilpin.*] In this statement, "Red cloth (private) which had met with rejection in the piece has, in the firm opinion of the committee, been submitted again in made up tunics," you do not say whether you received or rejected them?—Yes, it appears in the subsequent report: the committee had a firm impression that that was the description which we previously rejected; it was made up into tunics, at any rate, and I will do the firm the justice of saying that these 1,000 tunics were made up in an excellent manner; but they were rejected not only on account of the cloth in our opinion being inferior to the pattern, but also from the linings being so inferior in quality, that if the cloth had been equal to the pattern the committee must necessarily have condemned it, because every part of a garment must be made-up of equally good materials with the pattern.

2557. I wish to ascertain whether you rejected them in consequence of your belief that they had been sent before?—No; they were rejected, because in our opinion the cloth was inferior, and the linings were very bad.

2558. What ground had you for believing that the cloth of which the tunics were made was that which you had rejected?—It was a peculiar description of

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cloth; it was a mottled description of cloth; the dye was not good, and it bore what I may term a measly appearance, and was altogether an inferior article.

2559. That is the only ground you have for believing that it was the same cloth as had been rejected?—Those are the grounds; but the rejection of these made-up tunics was legitimately made upon other grounds besides the inferiority of the cloth.

2560. Mr. *Brown Westhead.*] Is that ground which you have just stated sufficient to bring conviction to your mind that it really was the same cloth?—I had a very strong impression (I may be in error), that that cloth had been seen by me before.

2561. Mr. *T. G. Baring.*] In paragraph eight of the minutes of the Board of Officers, at Question 2347, I find it stated: White kersey has been placed over the rollers and found "unfit for service," by reason of stains passing through its whole substance in large spots, and the committee have discovered chalk or whitening rubbed over the stains; and then it is stated, "the contractor's agent being called in did not attempt to deny its presence." Were you present when the contractor's agent was called in? Did you personally explain to him this, and were you present when he did not attempt to deny its presence?—I was.

2562. There was no doubt whatever in the minds of the committee, that chalk or whitening had been rubbed over the stains?—A white substance.

2563. You have no doubt upon that point?—None whatever.

2564. Do you adhere to that statement which I have just read?—I do.

2565. You were the person who explained this to the contractor's agent?—The cloth was placed over a perch; I may explain that, by means of the rollers, we are able to pass over them the web of cloth, and to examine the whole in a short space of time.

2566. What was the reason of your having these rollers put up?—From the necessity we found of minutely examining the cloth supplied under the present contract, and the little confidence that we had in the goods which were placed before us; the rollers were placed for the purpose of more conveniently examining the pieces of cloth; in placing the particular piece of kersey over the rollers we discovered the stains which, had we only examined it on the table, might have escaped our notice. I caused the contractor's representative, or agent, or foreman, to be called in. I showed him what we had observed, and I believe I may say that the words I am going to repeat are the same which I then made use of, "These stains have been covered with chalk or whitening."

2567. You used those words?—Pointing to them.

2568. What was his reply?—He looked, and I believe he said the following words, "Yes, I see it."

2569. He did not deny it?—He did not.

2570. Can you positively state that he did not deny the presence of chalk, or a white substance?—He gave the affirmative to the asseveration I made.

2571. Whatever statement you made his answer was in the affirmative and not in the negative?—He did not deny it; he did not say, "No, it is not," or, "I do not see it," but he gave that sort of affirmative answer, that I was satisfied he, as well as myself, knew it was there.

2572. Colonel *Gilpin.*] Did he acknowledge it?—In the terms in which I have stated, he gave an affirmative to it.

2573. Lord *Claud Hamilton.*] Did he offer any explanation on the subject?—I think he said, "I do not know how it has happened."

2574. Mr. *Liddell.*] Do you know the name of that person whom you suppose to be the agent of the contractors?—I do not.

2575. Can you ascertain it?—I think I can.

2576. Mr. *T. G. Baring.*] Would you know him if you saw him?—Yes; the foreman of the stores, I believe, knows his name.

2577. Now, referring to Question 2343 of the Minutes of Evidence of the last day, you will find a statement on the part of the contractors, and a reply on your part, which I will read. The statement on the part of the contractors, which is contained in the letter which has been read before this Committee, is as follows: "500 privates' white kersey jackets in material rejected for quality of kersey, although precisely the same as 66⅔ yards that passed inspection on the 14th April;" to which the committee of which you were chairman remark, "No kersey was submitted on the 14th April, but on 9th April the above quantity was received unwillingly by the committee; but the contractor's agent or foreman was distinctly

tinctly warned that any similar supply would inevitably be rejected; the 66¾ yards was so small a quantity that it was passed as stated above, but a large quantity would not have been received." State whether you are the person who warned the contractor's agent to that effect?—In the usual way, the representative of the firm was called for, and the quality of the cloth on the table was stated to him, "This is a bad description; do not let us have anything more of the same kind."

2578. Did you state that?—I did, to the best of my recollection.

2579. At any rate, if you are not the person who stated it, are you positive that it was said in your presence?—Most positive.

2580. Lord *Claud Hamilton.*] Is that the same gentleman who is subsequently referred to as having acknowledged the presence of whitening?—That I would not say positively; I took very little notice of him personally.

2581. Before you saw the parties had you satisfied yourself that they represented the firms?—Upon nearly all occasions some one is there to represent the firm; some firms who have full confidence do not trouble themselves to send down an agent.

2582. Mr. *T. G. Baring.*] The Board of Officers made the following observation with respect to the presence of contractors: "If the articles tendered by contractors are sufficiently good to pass, the transaction is complete; if, on the other hand, the Committee reject them, they do not require any information as to how the supplies come to be inferior, they have a simple duty to perform, and the admission of contractors into their presence would only give an opening to them to endeavour to bias the minds of the Committee." Is that your distinct and decided opinion upon that point?—Unquestionably.

2583. What would be the inconvenience of admitting contractors?—They would endeavour to bias our minds, and with a view to their own interest would try to create an impression that the articles were as good the pattern, and that we ought to pass them.

2584. You think that it would be a question of argument, instead of an exercise of the judgment, which is vested in you?—Yes; but moreover there is a regulation that no contractor whatever shall be permitted to be present during the examination of his goods.

2585. Is that a modern regulation?—It is a regulation that has been existing for years, and I think that in the Victualling-yard there is on the part of the other branches a written direction on that subject; but with regard to our own committee it has always been the practice, if a contractor has been called in for any purpose, that he has retired immediately he has made any particular statement, or answered any particular question.

2586. Has he ever been present when the goods were under inspection?—Never to my knowledge, and it is not probable that any contractor has been permitted to be present.

2587. Do you think it contrary to the interests of the service to give such permission?—Not only contrary to it, but a hinderance.

2588. A note from Messrs. Hebbert & Co., which was delivered to you at the time, asking to be present, is attached to your report given at Question 2343?—A note which I subsequently forwarded was placed in my hands by the foreman of the stores when I went up into the store.

2589. Did you read that note to the committee?—I did not choose to read that note in the presence of the foreman of the stores and his labourers, but I passed it from one member of the committee to the other, and then I put it into my pocket.

2590. Were any verbal communications made to you by any person who you have any reason to suppose has any connexion with the contractors, or, in fact, any person whatever, previous to your going up to inspect these articles?—The survey was continued from the 25th to the 27th, and on that day the note was delivered to me. As I was about to enter the passage leading to the store, my name was called.

2591. What communication was made to you?—I turned round, and I was addressed in the following words, after the usual salutations between old friends: "I warn you to be careful in your rejections to-day, for the push will come whether your opinion is worth anything against professional opinion."

2592. What was your answer to that communication?—I turned sharply, and I said, "My opinion, whatever it is, is honest, and that is more than I can say your goods are."

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2593. What was the name of the party who made that communication to you?—From my old acquaintance I am enabled to state, although I do not now know his residence, that it was Colonel Charles Wetherall, brother of the Adjutant-general of the forces.

2594. Do you consider that that communication was made to you with a view of making you careful as to the rejections which you made of Messrs. Hebbert's goods?—From the tone in which it was made, from the position which I then occupied, from the fact of my being about to perform a duty between the Crown and the contractor, I consider that communication was made to me, and I have only so thought of it, as an attempt to intimidate me in the performance of those duties.

2595. Have you any personal acquaintance with Messrs. Hebbert & Co., the contractors, or the persons who form that firm?—None whatever, unless the gentleman to whom I have referred has any connexion with it. He stated that "the firm" or "our firm" was down at Deptford. I understood they were in waiting, as this note, which is printed at page 15 of the evidence, will explain: "Messrs. Hebbert & Co. present their compliments to the president and members of the Board, and being desirous to offer any explanation or information that may be considered necessary relative to the articles of marine clothing about to be submitted to their inspection, and for which they are the contractors, have the honour of being in attendance with a part of their establishment, and trust that if any occasion should arise requiring information, the Board will be pleased to permit them to be examined before them.—Colonel *Stransham*, President of the Board of Royal Marines, Deptford."

See p. 114.

2596. That note was delivered to you on the same occasion that the conversation took place with Colonel Charles Wetherall?—About three minutes afterwards.

2597. Who delivered the note?—The foreman of the stores.

2598. State to the Committee who were the parties who supplied the goods, or from whom the goods were purchased over the heads of Messrs. Hebbert & Co.?—The quartermaster stated to me all I know, that he had gone to London for the purpose of purchasing goods which the contractors had failed to deliver in due order, and that he had succeeded in making a purchase at Messrs. Dolan & Co's.

2599. May I ask you whether you have any private or personal acquaintance with any of the firm of Messrs. Dolan & Co.?—None whatever.

2600. Were you the person who gave authority, after the rejection of Messrs. Hebbert's goods, to purchase goods from other parties?—No.

2601. Under whose authority was that done?—The storekeeper of Deptford Victualling-yard in such cases goes with the quartermaster to any places where they think they can procure the required goods.

2602. The authority was from the superintendent of the Deptford Victualling-yard?—Yes; he gave the orders, but unquestionably that order would have gone from the Comptroller of Victualling.

2603. You were not the party who could select the people to supply the goods in the place of those which should have been delivered by Messrs. Hebbert & Co.?—No more than any gentleman of this Committee.

2604. Be good enough to state whether on the inspection of the 9th June last, any goods were sent up for inspection by Messrs. Hebbert & Co.?—I know there were, because I saw their names on the labels of the shakos. I find that, on the 9th June, the following articles were rejected:—"Clothing in materials, 28 serjeants' white shell jackets; 80 serjeants' white shell jackets, R. M. A.; 89 bandsmen's tunics, R. M. A.; bandsmen's shell jackets; in the whole, amounting to 19 pieces of cloth.

2605. Did these comprise the total rejections?—These were the only rejections, as my report will prove.

2606. Can you state to the Committee whether those goods were furnished by Messrs. Hebbert under their contract, or whether they were the goods purchased of Messrs. Dolan & Co.?—The particular 19 pieces were purchased by the quartermaster and storekeeper, subject to the approval of the committee, and came before them in the usual way.

2607. Of whom were they purchased?—The quartermaster informed me that they were purchased of Messrs. Dolan & Co., and I have no doubt in my mind that they were; in examining the quality of the 19 pieces six were found to be over weight to the extent of from eight to 10 ounces, but 13 were found

found to be under weight, some of them considerably; and the consequence was, that although they were of most excellent quality in every respect but the weight, they were rejected. I believe I may consider that, by an accident, some edging cloth had been sent by Messrs. Dolan & Co. instead of the cloth, the pattern of which the quartermaster had approved.

2608. It was a mixed delivery?—Yes.

2609. On the inspection of the 9th of June the whole of the articles sent in by Messrs. Hebbert & Co. were received?—I find no other rejection.

2610. To the best of your belief, the whole of Messrs. Hebbert's articles were received, and some sent in by Messrs. Dolan & Co. were rejected?—Yes.

2611. Mr. *Monsell.*] Where did the conversation take place between you and Colonel Charles Wetherall?—At the entrance of the passage leading to the store at Deptford Victualling Yard, of which we have been talking.

2612. Why was Colonel Charles Wetherall there on that day; had he any military duties there?—Unquestionably not; he is not in any shape connected with our service.

2613. *Chairman.*] You met him as an old friend, and had some conversation with him?—He is an old friend of mine, and I may say a very valued friend.

2614. Sir *C. Napier.*] Do you happen to know what connexion there is between Colonel Charles Wetherall and Messrs. Hebbert & Co.?—Only by repute, with this exception, he said "the firm," or "our firm" (I will not be positive which), "are waiting here;" he was there when the firm was there, and he addressed these observations to me, and thereby in my mind identified himself with that firm.

2615. Viscount *Duncan.*] To what firm did you understand him to allude?—Messrs. Hebbert & Co.

2616. Why did you understand him to allude to that firm?—The note stated that Messrs. Hebbert & Co. were desirous of having an interview, and Colonel Charles Wetherall stated to me that "the firm," or "our firm," were waiting to have an interview, or were in attendance.

2617. Was it from the similarity of what he stated with that which was stated in the note, that you drew the inference that that was the firm to which he alluded?—I drew an inference, which I think correct, that in some way he is connected with that firm, or he would not have been present there, and would not have addressed me on the subject of the rejections which had been made, and which, possibly I might, in the course of my duty, make in the survey I was then about to commence.

2618. *Chairman.*] You are quite aware of the nature of the evidence you are giving, and it is essential, I think, that we should know what the exact expression was which was used by Colonel Charles Wetherall, whether he said "this firm," or "our firm?"—I cannot say.

2619. Viscount *Duncan.*] Was there any doubt on your mind at the time he andressed you, that Colonel Charles Wetherall referred to no other firm than that of Messrs. Hebbert & Co.?—It was impossible to think he referred to any other firm than that which I have alluded to.

2620. Sir *Charles Napier.*] You are not satisfied, in your own mind, whether it was "the firm" or "our firm"?—I wish to state what took place; I have done it unwillingly, but I thought it was unwarrantable in any one to address me on the subject of the duties I was about to perform; I did feel aggrieved, and I spoke my mind to him, although an old friend, and I thought it better, as this had occurred in my public duties, to report the matter to my commandant on my return to head-quarters.

2621. Mr. *T. G. Baring.*] Did you mention this conversation to the committee that was sitting?—I did.

2622. Sir *Charles Napier.*] Did you then make use of the words "our firm"?—I did not repeat everything that passed between us, because, subsequent to the remark I made to him, there was a little desultory conversation which had no reference to that little grievance which I felt. I felt it as a grievance that any one should so come to me, when I was about to exercise a responsible and onerous duty which would involve a large pecuniary loss either to the Crown by passing bad goods, or to the contractor, if I rejected those which were not equal to the pattern.

2623. You thought the observation was meant to bias you in your opinion?—My impression was, that there must have been some reason for that individual coming

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coming there at all, because he could only have obtained admission to the Victualling Yard by stating his business; he was at the foot of the stairs leading to the store appropriated to our use.

2624. Viscount *Duncan.*] You thought the circumstance of so much importance, as I understand, that you considered it your imperative duty to report it to the commandant?—I did.

2625. Sir *Charles Napier.*] And also to the committee?—I also mentioned it to the committee.

2626. *Chairman.*] Did you make a written report of it?—I did not; and I will state the reason why I did not. I spoke on the subject, as I said before, to the colonel commandant, and I told him I thought that, as I had been imprudent in making any answer whatever, I was a little out of court, and therefore I would make no written complaint. Had a stranger addressed me in those terms, I should not have uttered a word, and should have known what course to pursue, which would have been to point to him to go the other way; but this old friend of mine threw me on my back, and I did make that observation which I should not have made to a perfect stranger.

2627. Mr. *T. G. Baring.*] You made use of the expression, "It is more than your goods are;" why did you make use of that?—Because I considered, from his taking the part he did, he must have some interest in addressing me at all on the subject of goods which belonged to an established firm, Messrs. Hebbert & Co.

2628. Will you state whether you made any other observation, and if so, what, relative to Messrs. Hebbert & Co.'s goods?—I have stated that some desultory conversation passed between us, but I cannot distinctly remember the expression used.

2629. Viscount *Duncan.*] Did Colonel Charles Wetherall make any objection at the time to the expression which you say you used of "your goods?"—I said, "It is my belief you" (I made use of the word "you," because he identified himself with it) "have taken the contract so low, that you cannot afford to be honest."

2630. Did Colonel Charles Wetherall take any exception to the use of that expression which you say you used?—He did not rebut the expression at all; it was in a desultory conversation which ultimately turned upon indifferent matters.

2631. Mr. *T. G. Baring.*] I believe you wish the Committee to understand that it is with great unwillingness you have given this evidence?—It is.

2632. It is only because you consider it your bounden duty, as an officer in Her Majesty's service, to state these facts to the Committee, that you have mentioned them?—Yes. My impression is, that an officer in my position should have no communication with any individual connected with a contracting firm, and although I have seen Colonel Charles Wetherall within the walls of this building, I have avoided any but the most distant communication with him. He is an old friend of mine, and it is upon public grounds that I have stated what I have done; it is with great pain that I have been compelled, in pursuance of what I conceive to be my bounden duty, to mention his name at all.

2633. Did you ever before see Colonel Wetherall at an inspection?—Never.

2634. Lord *Claud Hamilton.*] Have you ever mentioned the conversation to any one till the present time?—I mentioned it to the colonel commandant of the division, and to some members of the committee.

2635. Viscount *Duncan.*] Who was the colonel commandant?—Colonel Brown.

2636. Lord *Claud Hamilton.*] Have you mentioned the circumstance to any one else since that time?—Yes, I have mentioned it to Mr. Baring.

2637. Before you came into this room?—Yes; and I also mentioned it at the office of the Deputy Adjutant-general of Marines.

2638. *Chairman.*] You have informed the Committee that you communicated the conversation you had to the commandant, and also to the Admiralty?—Not to the Admiralty.

2639. Having made the two official reports which you did verbally, did you communicate to Colonel Wetherall that you had so done?—I have had no communication whatever with him.

2640. Lord *Claud Hamilton.*] I wish to ask you a question or two upon the constitution of this committee at Woolwich, which you say was composed of the

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Second Commandant of the Woolwich Division, of two lieutenant-colonels, of the quartermaster, and the adjutant?—Yes.

2641. At page 9 of the last day's proceedings,* you see the names of the committee?—Yes.

* *See* p. 107.

2642. Is Lieutenant-colonel Fleming, who acted as president, the Second Commandant of the Woolwich Division?—He is not.

2643. Point out, in the constitution of that committee, the names of the two lieutenant-colonels?—There had been, about the 7th or 8th of February, various retirements from the service, and consequently the division was divested of many of its officers. I succeeded the late second commandant, but I was then in command at Deal, and was not relieved there until the 26th of February; there was also a lieutenant-colonel removed, and Colonel Fleming being the next senior officer, took the command in my absence, presiding, as he would do, to-morrow, if I were sick, or by any other reason absent from the division.

2644. Were the two lieutenant-colonels taken by rosta?—I cannot say why all these individuals were there, but I know from the practice of the division, that when the lieutenant-colonels are away, the senior captains supply their place. I observe the name of Captain Congdon and Captain Fitzgerald, who clearly supplied the place of lieutenant-colonels who were not then present.

2645. Viscount *Duncan.*] Am I to understand, that you refer not only to the second commandant but to the officer doing the duty of the second commandant?—No; I am the second commandant of the division.

2646. Lord *Claud Hamilton.*] In this instance, there were no lieutenant-colonels present, except the president?—I cannot explain why these individuals sat upon that committee, but I could have been prepared with the reasons had I known this beforehand.

2647. Had the captains, whose names appear in the report, ever before sat upon a similar committee?—I do not know.

2648. You particularly stated, that you considered this body was competent to form an opinion, because it included two lieutenant-colonels; does your opinion of the competency of the Board continue seeing that there was only one lieutenant-colonel, and that captains supplied the place of those that were absent?—When I spoke of the constitution of the Committee, it was with the view of showing that in the due course of things, on account of sickness, or of a recent promotion, the officer next in seniority would sit upon that Committee.

2649. I understand you to speak of the competency of the Board from the experience of the officers composing it; do you adhere to that opinion when junior officers are placed upon it?—I am not sure that Captain Congdon had not at that time been promoted; he must have been promoted to the rank of lieutenant-colonel within a few days or hours.

2650. But he had had no experience in the command of a regiment?—No.

2651. Do you abide by your opinion, that it is prejudicial to the interest of the Crown and of the soldier that there should be an appeal, when it appears that this court may be constituted of persons who have had no experience in the matter upon which they are to decide?—You have asked me, whether these individuals ever sat on a committee before, and as I cannot say I am unable to answer the question, whether they have or have not experience on such committees; but I am quite sure that an officer who has been 27 or 28 years in the service must have acquired some experience upon the subject of clothing.

2652. Sir *C. Napier.*] Could he have any knowledge of cloth if he had never before sat on a committee of inspection?—I think there are very plain straightforward means of judging of the quality of cloth when you have a pattern laid side by side with it, and examine it carefully and deliberately.

2653. Lord *Claud Hamilton.*] Is it not the case that this Committee may on each occasion be composed of different officers?—Unquestionably.

2654. Then explain to the Committee your reasons for entertaining the opinion that there should be no appeal from the decision of a court so constituted?—My own impression is, that a permanent committee would in the minds of the contractors be considered a packed one, and that where officers are taken in the usual course of things according to the roster, and according as their duties may permit them to act upon that committee, it is a committee which is perfectly well constituted, it affords no opportunity for a contractor to say: "These gentlemen are prejudiced against me, they rejected my things on such-and-such an occasion, and because they have done so, they will now reject others."

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2655. Mr. *T. G. Baring.*] When Messrs. Hebbert's goods were inspected they were rejected by various officers?—Yes.

2656. The second committee was not composed of the same officers as the first?—No.

2657. Lord *Claud Hamilton.*] I am anxious to know how you secure experience on this committee?—You have the experience of the quartermaster, and you have the experience of the adjutant, who is always occupied with the clothing and appointments of the men.

2658. I think I understood you to say that the master tailor is only occasionally called in?—The master tailor is always present when cloth is to be surveyed, but he may or may not be asked two or three questions.

2659. I understood you to say, in a former part of your evidence, that whether your decision was right or wrong, it was not to the interest of the public service to have an appeal; I wish you to explain how, if the decision of the committee were wrong, an appeal would be prejudicial to the public service?—I am satisfied with the approval which the committee have received at the hands of our permanent Board of Admiralty.

2660. You look upon them as approving of your decisions?—I look upon them as competent to form an opinion, and to express approval as to whether the officers under their control have performed their duty with conscientiousness, and with advantage to to the public service.

2661. You look upon that as a confirmation of the propriety of your decisions?—I think if they had been dissatisfied I should have been sure, by some means or other, to have heard of their displeasure.

2662. Do you not think it fair towards the contractor to give him an opportunity of testing the validity of the rejections?—I think the interest of the contractor is such, that if he is permitted to have a word as to the quality of his goods, he will endeavour to put upon the service such as ought not to be received, and such as would necessarily be of an inferior stamp and necessarily at a lower price; and if the Government contract for a good article, the contractor will not, unless he is compelled by some means, give so good an article as the Government expect.

2663. That is assuming that the contractor must always be wishing that the Government should make a bad bargain?—I look upon it as a principle of trade; I look upon it that a contractor will give as little as he possibly can for the money.

2664. Have you that opinion generally of the body of contractors?—I have.

2665. Is it fair that they should be precluded from testing the validity of your opinion by an appeal to competent authorities?—When a contractor enters into a contract, he knows by the specification that the decision of the committee is to be final.

2666. *Chairman.*] I do not exactly understand your position with regard to the inspection of clothing?—I go there by the order of the Commandant of the Woolwich Division, who carries out the directions of the supreme authority under which we serve.

2667. You stated that you had 22 years' experience in clothing?—I said that my experience extended over a period of 22 years. I went there as an adjutant in the year 1834.

2668. There is no permanent committee established for the inspection of Marine clothing?—There is not; it is subject to the fluctuations caused by removals in the division, by sickness, or the requirements of the garrison for any particular duty.

2669. The chairman of to-day might be perfectly competent as regards his experience to judge of the quality of the cloth, but the chairman of to-morrow might be altogether ignorant of it?—I have said before, I do not think that any officer who has had the number of years' experience which our officers are compelled to acquire by a long course of service, can be so ignorant as you suggest.

2670. Lord *Claud Hamilton.*] At the inspection do you examine each article?—That is impossible, because they amount to thousands in number.

2671. How long do the sittings of the committee generally last?—Sometimes from 12 to 5 o'clock, and they have occasionally been continued on the following day; the second Tuesday in the month is the day on which they usually meet.

2672. How soon after the goods have been sent into the Victualling-yard are they submitted to your inspection?—There was at one time a wholesome rule that goods

goods sent in by the contractor should be a certain time in store before they were submitted to inspection, but in consequence of the scrambling for clothing the goods are examined soon after they are received. Col. *Stransham.* 25 June 1857.

2673. In whose custody are they?—In the custody of the store department.

2674. No examination is made?—None, beyond the foreman taking down in his book the number of the pieces to account for the stores he has, and to render back again to the contractor those articles which are rejected, and to hand over to the permanent possession of the Crown those articles that are accepted.

2675. How long had this cloth which was said to have been sent in damp been in the stores before it was examined?—I cannot say.

2676. Would it be possible for cloth to retain that dampness for any considerable time without injuring the appearance of the cloth?—Damp cloth dries in the store as it would in this room or elsewhere; if cloth comes in in a damp state it may be of the proper weight; but if it comes in a properly dry state it will not weigh as much as if it were damp.

2677. You said that the cloth was rejected because it seemed to be damp; was it damp at the time it was examined?—It was so damp that it drew the attention of every one; and the impression of the committee was, that it had been either steamed or hung up exposed to the night atmosphere.

2678. In this particular case, that cloth must have been examined within 24 hours of its coming upon the premises?—I cannot say.

2679. Would the results of the process you have suggested remain more than 24 hours?—That I cannot tell; it is one of the secrets of the trade.

2680. Mr. *Liddell.*] Have you ever before observed that at the time the cloth is supplied it appears to be damp?—There is a damp feeling, but a person of experience will detect the difference between undue dampness and that which usually appertains to the cloth.

Martis, 30° die Junii, 1857.

MEMBERS PRESENT.

Colonel Boldero.	Mr. Liddell.
Lord Claud Hamilton.	Lord Clarence Paget.
Mr. T. G. Baring.	General Codrington.
Viscount Duncan.	Mr. Philips.
Sir Charles Napier.	Mr. Corry.

COLONEL BOLDERO, IN THE CHAIR.

Colonel *Stransham* called in; and further Examined.

2681. *Chairman.*] YOU informed us, that upon your return from Woolwich, having finished the inspection, you communicated with the Colonel Commandant at Woolwich; was that communication in the form of a complaint, or was it a conversation?—I had no interview with the colonel on that day. Colonel *Stransham.* 30 June 1857.

2682. When did you first communicate to the colonel the statement that had been made to you at Deptford?—I could not fix the precise day or hour.

2683. Was it within a week?—I should think most probably on the subsequent day, but I will not take upon myself to say, because something might have prevented me from seeing the commandant.

2684. Was it in the form of a report, or was it a conversation?—It was that sort of conversation in which an officer is accustomed to make a communication to his commandant, in order to guard against any observation being made that he had failed to communicate with him upon a point on which he ought to do. I mentioned it as a species of grievance that had occurred to me while I was at Deptford, and also to guard myself against the possibility of its coming to the knowledge of any other individuals that a conversation had taken place between me and the contractor, or his agent or representative, or some one connected with the firm, without my having made it known in the proper quarter, so as to prevent the possibility of its being said that I had kept back, or refrained from mentioning something which other contractors might have mentioned to my prejudice.

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2685. What steps did you take afterwards?—I mentioned it, as I said before, in the office of the Deputy Adjutant-general of Marines.

2686. How were you summoned to appear here?—I received a note from the Assistant Adjutant-general, directing me to appear at the Admiralty on a certain day, and at a certain time, to see Mr. Baring, who wished to have an interview with me.

2687. And then, I suppose, you received instructions to appear before this Committee?—Yes.

2688. Did you inform Mr. Baring that you meant to bring before us the question relative to Colonel Wetherall?—In examining me on various points relative to these rejections, I thought it right and proper that I should conceal nothing; that even if anything tended against myself, in the exercise of my duty, it was a proper course to pursue to bring everything before you as it occurs to me, and as I believe it may be fully substantiated.

2689. Sir *Charles Napier.*] You told Mr. Baring that?—I did.

2690. *Chairman.*] Having made up your mind to that course, you did not think it right to communicate to Colonel Charles Wetherall the steps you were about to take?—I did not communicate with him.

2691. Mr. *Baring.*] You thought it your duty to state to me, as a Lord of the Admiralty, all the circumstances which took place connected with the inspection of the clothing?—Yes.

2692. Having done that, you thought that you had done all that you were called upon to do?—Yes.

2693. Lord *Claud Hamilton.*] From what passed between you and Mr. Baring, were you aware that you would be led to make the statement which you did before the Committee on the last occasion?—I inferred from his course of examination of me, as to all the things which had occurred relative to these rejections, that it was extremely probable that I should be questioned on the subject.

2694. And yet you did not feel it necessary to communicate to the party whose conduct was about to be brought into question that that would probably be the case?—It did not occur to me to do so; I think I should have been led into difficulty if I had written to Colonel Wetherall upon the subject.

2695. Viscount *Duncan.*] You did not consider it your duty to communicate with Colonel Charles Wetherall, but you did think it right to communicate with Mr. Baring, as the head of the department?—I could only have communicated with Colonel Wetherall by inquiring where he was to be found, and by addressing a note to him, and I think, upon reflection, that I pursued the wisest course, having reference to the evidence I gave.

2696. I understood you to say, that, in communicating the conversation you had had with Colonel Wetherall to Colonel Brown, you considered it your duty to do so, because you thought that what had passed might be considered as an improper proceeding on the part of Colonel Wetherall towards yourself?—I did take that view of it, and I have very little doubt that, in speaking of it, while talking it over with the commandant, I expressed my opinion that it was an unlucky thing that it had occurred at all.

2697. Suppose Colonel Wetherall, or any other party connected with the contractors, had wished to communicate with you after the inspection of the goods, and not before, would you have refused to communicate with them?—I draw a wide distinction between the desire of an agent, or whoever he may be, wishing to communicate with the head of a public department prior to his entering on his duties; I think it is a legitimate thing; it has long been the course, and has been beneficial to the interests of the contractor and to the interests of the Crown, that a communication should take place between the committee and the contracting party subsequent to the inspection, and after their goods have been decided on, whether received or rejected; it tends to this good, perhaps, that it assists the contractor, inasmuch as it points out to him or his agent the error into which he may have fallen. It often happens that they are not careful in taking their measurements; and I have myself pointed out to them the particular points upon which they have fallen into difficulty. I should not have refused to receive Colonel Wetherall after that; I should have received him with pleasure and with courtesy, as I should have received any other member of the firm, but not the firm as a body; there I should have entangled myself. I did, on that occasion, call for the representative of the firm, and with the greatest pains showed him one particular point upon which the firm had made a mistake from the want of

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due care; and I mean to say that, had any one of the members of the firm come, I should have pursued the same course with him as I did towards their representative.

2698. Your objection, as I understand, in fact, was to communicate with the representative of the firm before, instead of after, the inspection of the goods?—You have described exactly my feeling, and I think it is a proper one, that prior to the inspection no communication should take place, and I never in my experience have had anyone to speak to me at all in the same way; but I have upon several occasions called them in, and have freely pointed out to them any errors in the delivery of the contracts, and I have given that information which I considered would further the interests of the Crown, and the interests of the contractor.

2699. Did any member of any firm ever attempt to communicate with you previous to your inspecting the goods in the manner which has been described by you upon the occasion to which we are referring?—No.

2700. Upon the last occasion you were asked by Mr. Baring the following question: "Do you consider that that communication was made to you with a view of making you careful as to the rejections which you made of Messrs. Hebbert's goods;" and your answer was, "From the tone in which it was made, from the position which I then occupied, from the fact of my being about to perform a duty between the Crown and the contractor, I consider that communication was made to me, and I have only so thought of it, as an attempt to intimidate me in the performance of those duties." And by Sir Charles Napier you were asked this question: "You thought the observation was meant to bias you in your opinion?" to which your answer was, "My impression was, that there must have been some reason for that individual coming there at all, because he could only have obtained admission to the Victualling-yard by stating his business: he was at the foot of the stairs leading to the store appropriated to our use." Have the goodness to tell me in what way you wish us to understand that Colonel Wetherall wished, in that conversation, to bias your opinion?—I did not see a copy of the evidence which I gave before this Committee until late in the afternoon of Saturday. I have carefully weighed and considered what I then stated, and the main substance of it I distinctly adhere to; but I think that, if I had been allowed to read it over again, I might have been disposed, and I am perfectly willing, if the Committee will permit me, to say that the tone which he assumed was one of earnestness, and that perhaps the word "intimidation" would not have conveyed precisely the impression that I now feel upon reflecting upon the printed evidence; more properly speaking I should say that it was to "influence" me.

2701. You understood that Colonel Wetherall intended by that conversation with you to influence you, as the president of the committee over which you presided, with regard to the decision upon the clothing?—I think I can come to no other conclusion, because he cautioned or he warned me (using one of those words) to be careful in the rejections that we made that day.

2702. Had the clothing, to which the conversation referred, been previously rejected?—This was on the 27th, and I have no doubt that in the accustomed way the firm were aware that on the 25th certain rejections had been made.

2703. Explain what you mean by "the accustomed way"?—After the committee has closed its proceedings, the contracting firm is called in; but if there is no need to communicate with them, or if they do not wish to do so, the usual course of things is for the foreman of the stores to read off, as it is termed, for the persons who have sent in their goods the acceptances and the rejections; that I call the usual course.

2704. Are you aware if the decision of the previous committee had been made known to Messrs. Hibbert & Co. in the usual manner?—By that I presume you mean to ask me whether an official report was made; it could not be made, because the official report was not sent in, I believe, until the morning of the 28th of April.

2705. Why do you infer that Messrs. Hebbert & Co. were aware of the decision of the previous day?—I can only presume so because it is the usual course for the contracting parties to have some one there to ascertain whether it is necessary for them to take away the rejected goods or not, and in fact to obtain any information which they ought to have.

2706. Are you aware whether Messrs. Hebbert & Co. were represented on the

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occasion to which you allude?—I am perfectly aware that they were, because I had him called in, and I pointed out to him a particular error.

2707. Who was that person?—I cannot say.

2708. *Chairman.*] You were not called upon on this occasion to re-inspect the clothing which you had rejected?—No; we can only re-inspect upon an order which emanates virtually from the Admiralty, but which comes from the Comptroller of Victualling.

2709. Lord *Claud Hamilton.*] You say you presume that the firm of Hebbert & Co. knew of the previous decision?—Yes.

2710. You stated on the last occasion that you had had a desultory conversation with Colonel Wetherall; in that conversation, was any reference made to the rejection of the previous day?—I will not undertake to say.

2711. There is nothing that you can charge your memory with as having been said by him which leads you to the belief that he was acquainted with the fact that they had been rejected?—I can only draw an inference; I decline to state positively whether he was or was not aware.

Colonel *Brown*, called in; and Examined.

Colonel *Brown.*

2712. Mr. *T. G. Baring.*] WHAT rank do you hold?—I am Colonel Commandant of the Woolwich Division of Royal Marines.

2713. Can you bring to your recollection Colonel Stransham having made any communication to you respecting a conversation which he had had with Colonel Charles Wetherall on the 27th April last?—Within a day or two of the 27th of April, Colonel Stransham mentioned to me that he had had a conversation with Colonel Wetherall, previous to commencing the survey upon some goods tendered for survey by Messrs. Hebbert & Company, and that in that conversation Colonel Wetherall had cautioned him to be careful about his rejections on that day.

2714. Lord *Claud Hamilton.*] Did he state the ground upon which he recommended Colonel Stransham to be careful?—Colonel Stransham did not state that to me.

2715. Sir *Charles Napier.*] Did you take any steps in consequence of that communication?—I considered the conversation to have been irregular as between a member of the firm, or a party connected with the firm, having goods to be examined, and the president of the committee that was about to examine them.

2716. Did you make any statement to the Admiralty?—I considered it was irregular: from my long knowledge of Colonel Stransham, I felt assured that nothing would induce him to depart from the strict line of duty, and from a long knowledge of Colonel Wetherall also I did not think he was a likely man to endeavour to obtain a surreptitious admission for his goods; but I thought, putting the best construction I could upon it, that Colonel Wetherall might be entitled to have his conversation considered as a friendly hint to Colonel Stransham, that whatever rejections took place on that day, it was the intention of Messrs. Hebbert & Co. to appeal against the decision of the committee. I expressed my opinion to Colonel Stransham, that under the circumstances the matter had better rest; but nevertheless, if Colonel Stransham had wished the matter to be investigated, and had given me a written statement on that subject, it would have been my duty to forward it.

2717. He did not do that?—He did not do it, because I think he agreed with me, that the irregularity having once commenced, it was as well that no further steps should be taken, but that he should be more on his guard in future in having anything to say to a contractor, or one of a firm about to tender goods for examination.

2718. But Colonel Wetherall was not the contractor?—You may know more of that than I do; Colonel Wetherall once told me that he was connected with that house.

2719. Viscount *Duncan.*] In what way?—Indeed I do not know.

2720. Sir *Charles Napier.*] If it was your opinion that Colonel Wetherall had some connexion with that house, do you not think it was incumbent on you to state as much to the Admiralty?—I did not do so, because I felt justified in letting the matter rest where it was, as I could not bring home a deliberate act of intimidation.

2721. But it does not appear that you took any steps to ascertain whether Colonel

Colonel Wetherall was connected with the house or not?—It was nothing to me whether he was or not. Supposing him to be connected with the house, it was an improper conversation; and supposing him not to be connected with the house, it was a matter of indifference.

2722. Did it not strike you as extraordinary that Colonel Wetherall should have been in the Victualling Department on that occasion, if he had no connexion with Messrs. Hebbert & Co.?—No; it did not strike me as extraordinary, because I believe the custom is that somebody representing the firm always attends when goods are to be examined. Whether Colonel Wetherall was the gentleman representing the firm, either individually or with other parties, I do not know.

2723. *Chairman.*] From your long experience in the corps of Royal Marines, do you consider that the present system of clothing that fine corps is advantageous, both as regards the public and the soldier?—I think the present system of contract or examination is the most beneficial to the Government; inasmuch as the officers, who form the bulk of that committee, go over unpaid at their own personal expense and inconvenience. It is the best thing, I take it, for the contractors, because the officers forming that committee must feel that every article they reject will entail upon them a repetition of a visit to Deptford at their own expense.

2724. Viscount *Duncan.*] At the time that Colonel Stransham mentioned the conversation that had taken place between himself and Colonel Wetherall, did he state to you whether that conversation took place previous or subsequent to the rejection of Messrs. Hebbert's goods?—He stated to me that it took place previous to the examination of that day's supply. I believe that Messrs. Hebbert had had goods rejected on a previous day.

2725. Do you consider that the time taken by Colonel Charles Wetherall to communicate with Colonel Stransham was inappropriate?—Yes.

2726. You consider that it was an irregularity?—Yes.

2727. I think you stated that you had some acquaintance with Colonel Wetherall?—Yes, I have had an acquaintance with him of 35 years.

2728. Have you ever at any time had any conversation with Colonel Charles Wetherall relating to contracts, or the rejection of goods?—I have.

2729. State to the Committee any conversation which has taken place between you and Colonel Wetherall on that subject?—Very soon after the first rejection of marine clothing for this year, I was passing along Pall Mall East, I think, when Colonel Wetherall joined me. I said, "Wetherall, what have you been busy with;" he replied, "I have been looking over the army contracts for the last 10 years, and I find they are lower than they ever were." I said, "Wetherall, that is not the worst of it; I am afraid the contracts are taken so low, that the contractors cannot supply the article in quality ageeable to the pattern; for the supply which has been tendered to our service, I believe has been all rejected;" he said, "Why have you rejected them?" I said, "I believe they were deficient in weight, and altogether inferior in quality;" he said, "Deficiency in weight is a thing that no house ought to allow, because it is a thing there can be no dispute upon; but deficiency in quality is a matter of opinion, and that should be decided;" he said, "Do you obtain a professional opinion?" and I said, "No, we do not get a professional opinion, because we are not authorised to do it; the officers conduct the surveys themselves." On parting, I think he made use of this expression, "I am connected with that firm, and I told them to be careful."

2730. What firm did you understand him to refer to?—Messrs. Hebbert & Co. I felt at the time that a professional opinion was the worst thing that a Board of Officers could have; if it were intended to relieve them from the onus of that important duty, to take from them, as soldiers, the importance of the rejecting of clothing, it would, I think, tend to make them do their duty lightly, and not with the diligence and care that they should exercise; if it were not intended to relieve them from that duty, I thought it would bring about a collision between the military officers and the professional opinion which you can get for a guinea; if a professional man gave an opinion to-day to the officers composing the committee that the cloth was not equal to the pattern, he might go to the contractor to-morrow, and say, "I did not give an opinion that your contract was not quite up to the mark," and I think there are few contractors who would not give him five guineas, instead of one.

2731. *Chairman.*] Do you think that there is not as much honesty amongst

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contractors as amongst other people?—I think there is as much; but officers have honour and character to maintain, and they would not lend themselves to that.

2732. Mr. *Liddell*.] When you say that you consider a professional opinion is the worst thing for a Board of Officers to take, I presume you do not sanction the presence of the tailor, who, we have heard, is always present at these examinations?—Yes, I do sanction it, because I think it may be necessary to refer to his opinion, but his opinion cannot bias the Board; if you take a professional man's opinion, you must maintain it.

2733. Then there are occasions when a professional opinion is almost indispensably necessary for the assistance of the Board of Officers?—I did not intend to express that opinion; I think that a professional opinion may be necessary in selecting the patterns that are to be approved of, or at any rate to guide our judgment, and it is absolutely necessary to be conversant with these matters.

2734. *Chairman*.] And also for testing the quality?—For testing the quality also.

2735. Mr. *T. Baring*.] When you said that you did not consider it advisable to resort to a professional opinion, did you mean the opinion of a person taken out of the trade?—I meant a trade opinion.

2736. Your remark would not apply to your own master tailor?—The opinion of our master tailor is not a professional opinion; he gives an opinion upon the spot, which weighs much or little, according to circumstances.

2737. *Chairman*.] We have it in evidence that your master tailor was a tailor by trade, and that you took him into the service, and made him a serjeant for the purpose of giving him some power, and that he has never shouldered a musket in his life?—Very true; but I look upon a master tailor and a professional man whom you call in, in a very different light; if I call in a professional man, and give him a guinea, I am bound to take his opinion to a certain extent, and the committee, I think, would be exonerated, in a great measure, from the responsibility of their acts.

2738. Mr. *T. G. Baring*.] The committee are responsible?—The committee are responsible; the master tailor has no responsibility.

2739. General *Codrington*.] You mean that the master tailor would give an independent opinion, because he was not connected with the trade?—I think so.

2740. You stated that a representative is generally present when the goods are brought out for inspection by the Board?—I believe generally so.

2741. Is it not the case that no representative is ever present previous to or during the examination, but only subsequent to the decision of the Board?—The usual course is, that representatives are not acknowledged or allowed to be present during the survey.

2742. Sir *C. Napier*.] Are you aware that the master tailor alluded to has been sometimes obliged to make good the clothing when it was bad?—The master tailor has a certain pay, or a certain proportion of the sum allowed for making up the clothing, which is called cutting money. I often inspect the men, and when I find that a premature decay has taken place from a strain in any part of the dress, arising from too closely cut seams giving way from bad sewing, or from the hooks and eyes coming off, I insist upon the master tailor making that good.

2743. I suppose you know that the master tailor has occasionally been bound to make up to the soldier the defective material?—I order the master tailor to make good any decay that takes place from want of care on his part in cutting out the seams; but any defects arising from the wear and tear of the cloth, the master tailor does not replace; he may have cut the cloth improperly under the arm, so that the coat may be worn out too soon.

2744. Does the master tailor cut out all the clothing?—That is his department, and he has another man to assist him.

2745. Mr. *Liddell*.] Do you find that that check upon the master tailor works well, or have you any complaints of faulty work?—Very few; the master tailor never objects to that arrangement, nor should I listen to his objection.

2746. Do you invariably make him replace the clothes when they are worn out within a short time of their being made-up?—I do not make him replace the bad clothes, but only the bad work.

2747. Sir *Charles Napier*.] Are you alluding to clothing which is delivered to you made-up?—We have none delivered to us made-up.

2748. General *Codrington*.] If there is any breaking of the cloth itself, you do not make the master tailor responsible?—Not at all.

Lieut.-Colonel *Hopkins*, called in; and Examined.

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2749. Mr. *Baring*.] WHAT is your rank in the corps?—Lieutenant-colonel.

2750. You were employed, I think, in the late war?—I was.

2751. Were you a member of the committee of inspection of the 25th and 27th April last?—I was.

2752. Do you recollect whether Colonel Stransham made any remark to you as to a conversation which is said to have taken place between himself and Colonel Wetherall on the 27th April?—Perfectly; I recollect his coming into the committee-room when he first arrived, and telling me, "I have just been accosted by an individual, who I have no hesitation in saying is Colonel Charles Wetherall, and he cautioned me that the committee should be careful in their rejections to-day, as the time might come when their opinions might be tested," or words to that effect.

2753. Sir *Charles Napier*.] What impression did that make upon your mind?—It did not influence me at all; I thought possibly it might be intended to influence the committee, and I believe I made such a remark to Colonel Stransham.

2754. Did it occur to you that Colonel Wetherall had any concern with the contractors?—I had heard that he had, but I did not know anything of it myself.

2755. Did this confirm your opinion?—No, but it strengthened it.

2756. It had no other effect upon your mind at all?—No; it had no influence upon me at all.

2757. Did you think it was very improper?—I thought it certainly was incorrect.

2758. Viscount *Duncan*.] Have you been a member of the committee of inspection of clothing on previous occasions?—I have.

2759. Did you ever before hear of such an irregularity as that just alluded to?—No.

2760. This was the first occasion upon which any such irregularity has reached you?—The first occasion, to the best of my belief.

2761. Have the goodness to state to the Committee why you consider that this conversation on the part of Colonel Wetherall was peculiarly improper?—At the same time it occurred it was mentioned to me that he was connected with the house, and I thought that such a warning from any one connected with the house could not be correct.

2762. With what house?—Messrs. Hebbert & Co.

2763. That was the house whose goods were under inspection on that day?—Undoubtedly; I believe it was from Colonel Stransham that I heard at the same time that Colonel Wetherall was supposed to be connected with the house; before that I am not sure that I had heard of Colonel Wetherall's name.

Lieut.-Colonel *Langley*, called in; and Examined.

Lieut.-Colonel *Langley*.

2764. Mr. *Baring*.] WHAT office do you hold?—I am the Assistant Adjutant-general of the Royal Marines.

2765. Do you recollect Colonel Stransham telling you of any conversation which passed between him and Colonel Wetherall on the 27th April last?—I do.

2766. State to the Committee what passed between you and Colonel Stransham on that occasion?—I recollect his coming to the Marine Office, and inquiring for the Deputy Adjutant-general; who, being at that time at the Admiralty, Colonel Stransham came up to my room, and in the course of conversation informed me that, on the day previous, I think it was, when on the point of attending the examination of marine clothing at Deptford, he had been accosted by Colonel Charles Wetherall.

2767. Did he state what took place between him and Colonel Charles Wetherall on that occasion?—To the best of my belief he told me Colonel Charles Wetherall had said he had better be careful, or take care what he did with regard to rejections of clothing on that day, as his acts might be referred to the examination of professional persons, or words to that effect.

2768. Did he mention that to you as a circumstance which he would have mentioned to the Deputy Adjutant-general had he been there?—Yes.

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2769. As a demi-official communcation, if I may say so?—Yes.

2770. Sir *Charles Napier.*] Did you report what you had heard to the Deputy Adjutant-general?—He came in shortly afterwards, and Colonel Stransham repeated the same thing to him.

2771. How do you know that he repeated the same thing to him?—I had a conversation with him afterwards.

2772. What was that conversation?—Merely that it appeared an extraordinary course for a person to pursue in the position of Colonel Wetherall; but it was not considered necessary to take any further steps in the matter, as the duties seemed to have been regularly and properly performed, and the attempted intimidation, if it was one, had had no effect.

2773. Is that all you have to say upon the subject?—That is all.

2774. Viscount *Duncan.*] What position did you understand Colonel Wetherall occupied?—I meant his position in point of rank; I was not aware that he had any connection with the contractor. I made use of the observation to Colonel Stransham, "What on earth can Colonel Charles Wetherall have to do with the contractor?"

2775. What answer did he make?—He answered me that Colonel Charles Wetherall was what they called the military correspondent of the contractors.

2776. In fact, the impression made upon your mind on hearing of this conversation was, that it was an attempt on the part of Colonel Wetherall to influence the decision of the committee of which Colonel Stransham was a member?—Certainly.

Colonel *Wesley,* called in; and Examined.

Colonel *Wesley.*

2777. Mr. *T. G. Baring.*] STATE to the Committee the position which you occupy in the corps?—I am Deputy Adjutant-general.

2778. Will you inform the Committee whether Colonel Stransham reported to you any conversation that had taken place between him and Colonel Wetherall on the 27th April?—Colonel Stransham stated to me that a short conversation had taken place between Colonel Wetherall and himself, in which, to the best of my recollection, he told him to be cautious as to his rejections of articles of clothing.

2779. He made that report to you?—Not as an official report, nor did I so receive it.

2780. Sir *Charles Napier.*] What impression did that make upon your mind?—I was impressed with the idea that he wanted, I will not say to intimidate the officers of the committee, but to have an effect upon them.

2781. To influence the committee?—To influence them.

2782. Then did it strike you that Colonel Wetherall had any connexion with the contractor?—I did not know of any connexion with the contractors.

2783. Hearing that, did it strike you that he must have some interest in it?—It struck me possibly that he might have some interest in it.

2784. Viscount *Duncan.*] Did you ever inquire subsequently whether Colonel Wetherall had any connexion with the firm of Messrs. Hebbert & Co.?—No, I made no inquiries about it, not deeming such course necessary.

2785. It struck you, when you first heard of this conversation, as an improper proceeding?—It struck me at the time that he ought not to have accosted Colonel Stransham, and it appeared to me to have been a strange proceeding.

2786. Sir *Charles Napier.*] Did you mention this conversation to any one of the Lords of the Admiralty?—No, the circumstance seeming to me not to require it.

2787. Did you mention it to Mr. Grant?—No.

Colonel *Charles Wetherall,* called in; and Examined.

Col. *C. Wetherall.*

2788. *Chairman.*] HOW long have you been in service?—I have been 44 years in Her Majesty's service.

2789. In what branch of the service?—Always in the cavalry.

2790. Inform the Committee what has been the nature of your service?—In the early part of my service I served in Germany and France, particularly in India, and in fact in every part of the world. I commenced after the battle of Toulouse, and

and I have been 31 years in active employment, no part of which was in England. Col. *C. Wetherall.*

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2791. What appointments have you held?—I have held the appointment of Judge Advocate-general to Her Majesty's troops in India; I have held every regimental appointment that an officer of my rank could hold. I have been selected by Government to conduct the affairs of the Spanish Legion, having raised, equipped and armed it; subsequently I was selected as a stipendiary magistrate during the rebellion in Canada; afterwards, during the disturbances within the last six years, I was selected by the Government as a special magistrate in Montreal, and I have generally been employed on special duties of that description, which I shall be happy to enumerate, if necessary, and as such raised two police forces.

2792. In raising the Spanish Legions, were you employed by the Spanish Government?—I was employed as Assistant Commissioner and Commandant; the troops were raised under my orders, and were equipped and armed, and everything was done by me, except paying them; I would have nothing to do with the money.

2793. What was the force?—Ten thousand men; and it was in existence for about four years.

2794. You were then serving the Queen of Spain?—With the permission of the British Government: I was selected by Lord Palmerston.

2795. Is that service included in the 44 years?—Yes; British officers were allowed by special act of council to serve.

2796. Was that duty carried on to the satisfaction of the Spanish Government?—Entirely: I received from them marks of distinction, as well as the approbation of our own Government; I received also the thanks from the municipal authorities, also the Government of Canada during the rebellion, and, in fact, possibly more than I deserved.

2797. When you speak of marks of distinction, did you receive them both from the Spanish Government and the British Government?—I have letters from the English Government and from Lord Palmerston; I have the Order of Charles III. and St. Fernando; I have the thanks of the Government of Canada, and the thanks of the present Lord Derby, for putting down the insurrection in Montreal, for which I was employed by the Government.

2798. What steps did you take for furnishing supplies for the Spanish Government?—I applied to houses which I considered most responsible, and which were known to me as serving the British army.

2799. Give the names of the houses?—There was the house of Pearce and of Gilpin, and all the old houses.

2800. Sir *Charles Napier.*] Was Hebbert & Co. one of them?—No, they were not.

2801. *Chairman.*] From the Minutes of Evidence of the last day's proceedings before this Committee, I read to you certain questions put to Colonel Stransham, and his answers: "Were any verbal communications made to you by any person who you have any reason to suppose has any connexion with the contractors, or, in fact, any person whatever, previous to your going up to inspect these articles? *A.* The survey was continued from the 25th to the 27th, and on that day this notice was delivered to me as I was about to enter the passage leading to the store, and my name was called.—*Q.* What communication was made to you? *A.* I turned round, and I was addressed in the following words, after the usual salutations between old friends: 'I warn you to be careful in your rejections to-day, for the push will come whether your opinion is worth anything against professional opinion.'—*Q.* What was your answer to that communication? *A.* I turned sharply, and said, 'My opinion, whatever it is, is honest, and that is more than I can say your goods are.'—*Q.* What was the name of the party who made that communication to you? *A.* From an old acquaintance I am enabled to state, although I do not now know his residence, that it was Colonel Charles Wetherall, brother of the Adjutant-general of the Forces." Have you any communication to make to the Committee upon that evidence?—Probably the Committee will allow me to state the whole of the circumstances connected with that from the beginning. I would observe that until this evidence was given, the subject had passed from my mind; but it must have been on this morning, the 27th of April, I presume, that I went into Messrs. Hebbert's counting-house, when I found the two principal partners, Mr. Gould and Mr. Bischoff, on the

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point of starting for Deptford, their carriage being at the door. They told me that their object in going to Deptford was, if possible, to get an interview with the Board, which I believe was to assemble on that day; and they asked me if, from my experience, I thought there was any difficulty. I remember saying, "Well, the Admiralty are funny fellows; they have rules of their own; and I cannot say what may be done; but I know that a Board in my own service would not refuse to receive any party who was in any way connected with the investigation they were about to carry on;" but I suggested they should write a respectful letter, and send it to the Chairman. That was done in my presence; and one of the partners put it into his pocket, and left the counting-house.

2802. Was that letter in these terms: "Messrs. Hebbert & Co. present their compliments to the President and members of the Board, and being desirous to offer any explanation or information that may be considered necessary, relative to the articles of marine clothing about to be submitted to their inspection, and for which they are the contractors, have the honour of being in attendance with a part of their establishment; and trust that if any occasion should arise requiring information, the Board will be pleased to permit them to be examined before them."—That was the letter; I dictated it myself.

2803. Mr. *T. G. Baring.*] Did you write it?—I did not; it was written by themselves; after they left the counting-house, and were getting into their carriage, one of the gentlemen said, "Will you come down to Deptford?" I said, "With a great deal of pleasure;" when we got to Deptford, I left the gentlemen in the yard; they walked about one way and I the other; but my intention, I must tell you frankly, was to see Colonel Stransham, who, I knew, was the President of the Board, and to tell him the object that I believed these gentlemen had in seeking an interview, which object I will frankly tell you: the firm of Hebbert & Co. had reason to believe, and they will give their reasons, no doubt, when they are examined, (whilst they had the most implicit confidence in any Board of officers), that an undue influence was exercised by a subordinate in the survey department, which they were anxious to bring to the knowledge of the Board. I met Colonel Stransham, who was walking hastily in the direction of the office; I addressed him, and said at once, Two of the firm of Hebbert & Company have come down, and are very anxious to have an interview with the Board." Colonel Stransham said, "I never saw such trash as Hebbert & Company have sent in, compared with the late contract or, Mr. Dolland; they have taken the contract too low, it is evident;" I said their inspection rested very much upon professional examination, and that I had reason to believe, from the reports that I had heard, that an influence did exist as described, and I begged him, as a friend, to judge for himself; his answer was, "I am as good a judge of cloth as any man in England, and I shall do what is right," as I have no doubt he would; the affair did not last more than a minute, and there it ended; he went to the Board, and I returned home; I did not see the parties afterwards, and I did not know whether they had an interview or not. I should like to remark here, that I have seen other officers of the marines, friends of mine, and I have never concealed from them, really for their sake, and the sake of the corps and the service, that there are prevalent opinions of such things existing.

2804. *Chairman.*] In answer to the question 2591, it is stated that the words you used were, "I warn you to be careful in your rejections to-day, for the push will come whether your opinion is worth anything against professional opinion. —*Q.* What was your answer to that communication? *A.* I turned sharply, and I said, 'My opinion, whatever it is, is honest, and that is more than I can say your goods are.—*Q.* What was the name of the party who made that communication to you? *A.* From my old acquaintance I am enabled to state, although I do not now know his residence, that it was Colonel Charles Wetherall, brother of the Adjutant-general of the Forces.—*Q.* Do you consider that that communication was made to you with a view of making you careful as to the rejections which you made of Messrs. Hebbert's goods? *A.* From the tone in which it was made, from the position which I then occupied, from the fact of my being about to perform a duty between the Crown and the contractor, I consider that communication was made to me, and I have only so thought of it, as an attempt to intimidate me in the performance of those duties," since which, he has changed the word "intimidate" into "influence;" is that correct?—There is no accounting for impressions or imputations; I have told you the object I had in view in making the communication, and if Colonel Stransham had not been a friend of

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mine for 30 years, I should not have taken the trouble upon any consideration of going to Deptford to tell him the position in which he was placed.

2805. Then you had no intention of intimidating or influencing him?—Colonel Stransham I have known for 30 years; I have known him to be an honourable man, but a peculiarity of temper known to those who have an intimate acquaintance with him would prevent me attempting any intimidation; I believe him to be very thin skinned, if I may make use of the term, upon matters of that kind; he is the last man I should try to intimidate or influence, and if he had not been my personal friend, I should not have "warned" him, if I am correct in using his expression.

2806. Mr. *Baring*.] You say that you have heard, by general report or otherwise, that undue influence is exercised by a subordinate, in respect of the examination of cloth by the Marine Board; will you state from whom you have heard that?—I have heard it in Messrs. Hebbert's office from 20 people at least.

2807. Be good enough to mention the names?—I have heard from a Mr. Croker and Mr. Biden.

2808. Who is Mr. Croker?—He is a clerk in the office of Messrs. Hebbert.

2809. Who is Mr. Biden?—He also holds some appointment in the establishment.

2810. Be good enough to mention anyone else unconnected with Messrs. Hebbert's house from whom you have heard that?—I have heard it from a man of the name of Ludlow; but who he is I do not know, except that I believe he has something to do with contracts.

2811. Can you give us his direction?—I have not the pleasure of his acquaintance; I believe he deals in stockings.

2812. Is there any other person whom you can mention from whom you have heard the statement?—I cannot recollect at this moment.

2813. You cannot recollect anyone unconnected with Messrs. Hebbert's establishment from whom you have heard that statement?—It is exceedingly difficult to say at this moment.

2814. Lord *Clarence Paget*.] You said you have heard it from 20 people?—That is my general impression.

2815. Can you not name some other person?—I do not know that I could.

2816. Mr. *T. G. Baring*.] Can you make inquiries, and furnish the Committee with the names of persons who can give evidence upon that point?—I shall be very happy to do so.

2817. What is the name of the subordinate who, as you suppose, has exercised undue influence over the committee?—His name is Smith; but what his office is I do not know. I understand he is a man whose business it is to overhaul the cloth, and to put it, in fact, before the Board.

2818. You refer to no other person?—To none whatever; he is the person, I believe, whose duty it is to receive goods, and to lay them before the Board.

2819. Did you ever hear a suspicion of any other party connected with the survey?—Never.

2820. So that your remarks, with respect to undue influence, are confined to an impression that you have received from certain parties respecting Mr. Smith?—Quite so.

2821. You cannot give us the names of any other parties than Mr. Croker and Mr. Biden, two employées of the house of Hebbert & Co.?—No; but the Committee, I have no doubt, will have better opportunities than I have of ascertaining the names of other parties.

2822. You have said that you did not wish to exercise any influence over Colonel Stransham?—I have said so.

2823. At the same time, from your own representation, it is clear that you made some observation to him with respect to the survey of the clothing?—I said I wished the committee to understand that the principals of that firm had come down in consequence of having articles rejected which had been previously examined by disinterested parties, professional men, and that, in consequence of the extraordinary discrepancy, and believing, as you will hear from the firm, no doubt, that there was an undue influence exercised, and in the very quarter that I have told you, I thought it my duty, as a friend of Colonel Stransham, to tell him of it.

2824. With what object did you tell him that?—As a friend.

2825. With what object?—That he might keep clear of any imputation of the sort, and that he might act solely on his own judgment, as he told me he would.

 2826. When

Col. *C. Wetherall.*

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2826. When you mentioned it to him, did you know that he was going to examine clothing?—I did not, upon my honour; I did not know for what purpose the committee had met there.

2827. In the beginning of your examination you referred to a conversation between you and two members of the house of Hebbert & Co. on the morning of that day?—Yes.

2828. What was the object of that conversation?—They were going down to Deptford to see a Board, but for what purpose it was assembled I do not know.

2829. Did not you know that it was assembled to inspect Messrs. Hebbert's clothing?—No; I believed that they had periodical Boards for inspecting stores, and so on.

2830. If Messrs. Hebbert were going down to have an interview with the Board, how can you say you were not aware that any Board was about to assemble?—I say I know that the Board was to assemble, but I did not know for what purpose.

2831. You knew that the Board was to assemble?—I did, certainly.

2832. Was this the letter that was written at your dictation: "Messrs. Hebbert & Co. present their compliments to the President and members of the Board, and being desirous to offer any explanation or information that may be considered necessary relative to the articles of marine clothing about to be submitted to their inspection, and for which they are the contractors, have the honour of being in attendance with a part of their establishment, and trust that if any occasion should arise requiring information, the Board will be pleased to permit them to be examined before them"?—I believe it is.

2833. If so, how can you now say that you were not aware that these articles were to be submitted?—I believed that the Board assembled for various purposes; I did not know whether that or any other subject would come under their consideration; if it did come before them, the parties were there to answer any inquiries; and if not, they would not be called.

2834. The words are, "being desirous to offer any explanation or information that may be considered necessary relative to the articles of marine clothing about to be submitted for their inspection"?—That is, provided they were submitted.

2835. These words were dictated by you?—The letter was written in my presence.

2836. Previous to your going to Deptford?—Certainly; it was to obtain an introduction.

2837. Sir *Charles Napier.*] May I ask you what took you down to Deptford that day?—The gentlemen, as they were getting into their carriage, said, "Will you come down with us."

2838. The firm asked you to go down with them?—They were getting into the carriage when they asked if I would go down.

2839. Have you any connexion with the firm of Hebbert & Co.?—Not the most remote.

2840. In your various contracts for clothing the Spanish Legion, had you any connexion with them?—Not the most trifling.

2841. What was your first connexion with them?—At the breaking out of the Crimean War I either applied to them, or they to me, to carry on their correspondence, which was very voluminous.

2842. Relative to what?—With the War Department, &c.; they had an immense correspondence; and being an official man, they wished me to conduct it for them.

2843. Was it about clothing?—About clothing and other subjects.

2844. How came you at their countinghouse-door that morning?—I frequently go there; two members of the firm, I am proud to say, are intimate friends of mine.

2845. Did you make use of the expressions to Colonel Stransham which he attributes to you, in answer to this question, "You are not satisfied in your own mind whether it was 'the firm' or 'our firm'"?—I wish to state what took place. I have done it unwillingly; but I thought it was unwarrantable in any one to address me on the subject of duties I was about to perform. I did feel aggrieved, and I spoke my mind to him, although an old friend; and I thought it better to report the matter to my commandant on my return to head quarters.

2845*. Did you make use of the words "the firm" or "our firm" to Colonel Stransham?—I should say not our firm; but in a conversation which took place,

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as I say, of not longer than a minute's duration, and which I have never heard of since, I am not prepared to say whether I said "a firm" or "the firm"; but I think I can safely say that I have never in my life presumed to connect myself in that way with the firm.

2846. In point of fact, do you say that you did not make use of the expression "our firm"?—I should say not.

2847. You must give a distinct answer to that?—So far as I possibly can, and judging from my habit of speaking when I was connected with the firm, I may say, that I certainly did not make use of that expression.

2848. You say you were connected with that firm?—For the first year and a half of the war I was employed to carry on their correspondence.

2849. Was that the only connexion you had with them?—The only one.

2850. Were you employed professionally by the firm to carry on this correspondence?—I undertook it without any hope or expectation of reward.

2851. Did you receive any?—I did when the service was over.

2852. You did receive a remuneration for the correspondence you carried on with the Admiralty for them?—I was asked what remuneration I would take, and I said none.

2853. In point of fact, what remuneration did you receive?—It was liberal, and I have no objection to state it if the Committee wish it.

2854. Sir *Charles Napier.*] Lord Duncan asked this question of Colonel Stransham: "Did Colonel Charles Wetherall make any objection at the time to the expression which you say you used of 'your goods'?" and his answer was: "I said, 'It is my belief you (I made use of the word 'you' because he identified himself with it) have taken the contract so low that you cannot afford to be honest.'" Is that correct, as to the use of the words "your goods?"—No, I never could have identified myself with the firm; the only part I can state positively is, that, in speaking of the affair that was then going on, Colonel Stransham emphatically said "Hebbert and Co."

2855. *Chairman.*] I did not understand that Colonel Stransham was quite decided upon the point?—If he was not, I am prepared to say that I did not make use of the words "our firm."

2856. Mr. *Baring.*] He states he used the expression "your goods," and that, to the best of his belief, you made no objection to that?—As I told you, the whole of this conversation took place in a minute.

2857. Colonel *Gilpin.*] Did you or did you not identify yourself with the firm or with the goods?—Certainly not; if anything I said could be construed in that way, I can only regret it, for it was furthest from my thoughts.

2858. Mr. *Liddell.*] Will you state to the Committee, in plain terms, if you have no objection, what you believe to be the nature of the influence exercised by a subordinate in the survey department?—It is impossible to suppose that any body of officers can be influenced, except in their judgments; I have sat on many boards, and I believe we all feel ourselves unequal to judge on many nice professional points. The man I allude to is, I believe, specially charged with the receipt of the articles, and laying them before the committee, and certainly his opinion and that of the master tailor must carry some weight with it.

2859. You believe that the influence is simply the influence of an opinion, and nothing else?—Clearly.

2860. May I ask, also, whether the public impression conveyed through these 20 mouths to which you have referred, goes any further than the influence of the opinion of that individual?—That is all.

2861. Sir *Charles Napier.*] Why do you call that undue influence?—I have told you that, from the mouths of other people, I have heard that they believe that he exercises an undue influence; it would be for those parties to give their reasons for so believing.

2862. Those were all parties to the contract?—Only two of them.

2863. Mr. *Liddell.*] Do you believe, or do other parties believe, that this influence is exercised in favour of particular firms over others?—That I should be sorry to say; I have heard the opinion given, that the influence is exercised, but I would rather not be examined upon matters of opinion which are not susceptible of proof; circumstances have put me in a position of mixing largely with the mercantile world, and I hear these opinions promulgated, much to the disgrace of the Government and the service. I unhesitatingly tell you that is the opinion; and if men will speak out, and if they are not afraid of losing contracts, and if they are not under such influences, they will come forward boldly and tell you who the men are.

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2864. Sir *Charles Napier.*] Are you acquainted with Mr. Smith?—No.

2865. Have you ever had any communication with him?—None.

2866. Mr. *T. G. Baring.*] You stated that it is the general impression, or words to that effect, that the undue influence to which you have referred acts in favour of some of the contractors, and against others, and you say that you have heard that opinion expressed by persons in the trade; be good enough to state the names of any persons who have expressed their opinions?—I am not able to do that, but the Committee can ascertain all their names.

2867. Will you inform the Committee in what way we can obtain those names?—It is not for me to say.

2868. You have stated that you have heard these observations made; can you give to the Committee the names of any persons who have made such remarks?—They are so general, that I should be unable to particularise them.

2869. You are unable to mention the name of any one from whom you have heard that opinion?—Yes.

2870. That opinion being, that it was disgraceful to the Government?—That the constitution of the Board, which I feel sensitively (for I have sat on many myself) suffers, and that therefore the Government suffers, from an undue influence being exercised; I have never heard an imputation against the honour of of a Board, or the individuals composing it.

2871. Lord *Clarence Paget.*] Be good enough to inform the Committee whether you have any reason to suppose that Mr. Smith has any prejudice against the firm of Hebbert & Co.?—I have no reason to say so; I know nothing of Mr. Simth.

2872. You know of no fact that has occurred between the house of Hebbert & Co. and Mr. Smith, which would make him anxious to condemn Messrs. Hebbert's goods?—None; but the fact is, Mr. Smith is supposed, from his position, to have, it may be a legitimate, influence over the Board. It is stated that articles have been sent in which have undergone the highest test of professional opinion as to quality; that they have been put before the Board by Mr. Smith and been rejected, and the impression is, and you will find that in evidence by and by, that, as he has himself stated, he is the Board. I mean to say that Board, constituted of the most honourable men, as military Boards are, will be influenced by men in the position in which Mr. Smith stands. If you can prove that he is above suspicion, that his salary is large, and so on, still when goods are rejected which have undergone professional scrutiny, persons will be inclined to doubt either his judgment or his probity.

2873. Viscount *Duncan.*] Who rejects those goods, Mr. Smith, or the Board?—Everything is done in the name of the Board.

2874. Who is responsible for the rejection of the goods?—The Board.

2875. Sir *Charles Napier.*] Have you any reason to suppose that Mr. Smith has favoured other people?—I know nothing of Mr. Smith.

2876. You say that the Board has rejected good articles belonging to the firm of Hebbert & Co.; have you reason to suppose that Mr. Smith has used his influence to induce the Board to receive articles not so good as those sent in by Hebbert & Co.?—I do not suppose anything of the sort.

2877. Colonel *Gilpin.*] How do you mean, that Mr. Smith exercises any undue influence?—I understand that he receives the cloth, singes it, and places it before the Board.

2878. Then it could only be by his convincing the Board that the article was of an inferior description, or not equal to the pattern, that they could be influenced by his opinion?—Quite so.

2879. When you say that cloth has been previously submitted to professional opinion, what do you mean by that?—I was present when a report was made to Messrs. Hebbert & Co. that some cloth had been rejected at Deptford by the Board, I presume; and when the firm were highly desirous of ascertaining the real merits and value of their cloth, whether it was strictly according to pattern or not; for I must tell you, and you will find it in the correspondence of that house, that when they entertained doubts that they were severely pressed upon, and were led to suppose that the examination was unusually severe, they instructed their manufacturers to complete the marine order at an additional cost, if necessary, and I have heard these orders repeated over and over again. When this cloth was rejected, they applied to what are called clothworkers, men whose business it is, and who are paid by any parties, to examine and report upon cloth. Those opinions, I believe, were favourable, as regards the cloth that was rejected;

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and this circumstance was, I believe, afterwards communicated to the Admiralty by Messrs. Hebbert & Co. Col. *C. Wetherall.*

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2880. You say that Hebbert & Co. understood that the examination was to be unusually severe; is it not the invariable custom of the service that the pattern is sent down, and that the clothing supplied is not to be inferior or superior, but equal to that pattern?—Equal to the pattern.

2881. I do not understand the meaning of its being on this occasion unusually severe, because it would be according to the pattern?—You are aware that a change of pattern has taken place. I think Colonel Stransham stated that, and that that change had been introduced principally at his suggestion.

2882. Was there not a pattern sent in to Messrs. Hebbert & Co., before they entered into the contract?—Yes.

2883. There was nothing unusually severe in the examination?—Under the new system, introduced to check what was no doubt considered bad before, it was natural to expect that the inspection would be severe.

2884. In what respects does the inspection differ?—You have introduced a different description of cloth, which will require a much stricter examination.

2885. The system is the same?—The system is the same.

2886. Mr. *Philips.*] Do you consider that a Board of Officers is of any use, if their opinion is to be entirely guided by a subordinate?—I believe that with regard to articles of clothing, the best judges may be and are deceived. I believe, properly speaking, there are only two men who are really judges of cloth, and they are the weaver and the wearer. I believe that, with a Board, you always get an honest opinion of what is put before them, and that your only security is to employ honest people.

2887. I understand you to say, that the Board was very much led by the opinion of Mr. Smith?—I fancy that on all Boards which are not strictly professional, when men are called in who are professional, it is but natural that the Board should incline towards their opinion.

2888. Viscount *Duncan.*] Can you state any instance, within your own knowledge, in which Mr. Smith has unduly influenced the decision of the Board?—I cannot do so. I have given you the general impression in the trade that it is done, and that it is injurious, if true.

2889. I am quite sure that, in the spirit of fairness, you would not wish any man's reputation to be whispered away?—Certainly not.

2890. And therefore I cannot suppose you would repeat any report you have heard, without having investigated the correctness of that report?—I never should have mentioned Mr. Smith's name, except in evidence before this Committee; whether he is immaculate or not is a matter of perfect indifference to me.

2891. Are you prepared to state, of your own knowledge, any one instance in which the decision of Mr. Smith, with regard to cloth, has in your opinion not been a fair and proper decision?—The only decision I know of is the decision of the Board in the case alluded to, where the opinion of the Board was opposed to that of professional clothworkers.

2892. I confine my questions to Mr. Smith?—I know nothing of Mr. Smith, except from his connexion with the Board, which, I think, would naturally be influenced on professional points by a professional man; if he happens to be dishonest, unhappy it is for the service, but I am not prepared to say that Mr. Smith is dishonest. I have seen goods which have passed the highest ordeal of disinterested and professional parties rejected by a Board, of which common report says Mr. Smith was the direct influence.

2893. I understand you to say that you believe that, in some instances, the Board has been influenced to reject goods which they ought not to have rejected, on account of the decision of Mr. Smith?—I know of no such case; my simple position is this: that goods reported by professional men to be good have been rejected by a Board of highly honourable men, who naturally enough have given weight to the opinion of Mr. Smith.

2894. Can you state to the Committee the dates at which any such occurrences as that to which you refer have taken place?—I have no doubt that Messrs. Hebbert & Co. can do so, but I know nothing more about it than any Member of this Committee.

2895. Are you prepared to state that Messrs. Hebbert & Co. could refer us to instances in which cloth has been improperly rejected?—In the single instance which has been brought to our notice of cloth being rejected, it has been subsequently reported upon by professional people as being equal to the pattern.

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2896. To what case do you allude?—I think it is in the evidence.

2897. To what evidence do you allude?—I think it was in the shape of a letter from Messrs. Hebbert to the comptroller, or to the Admiralty, stating their reasons for objecting to the inspection.

2898. Is that the case of the marine clothing which we are at present investigating?—I believe so. Will you allow me to correct an answer which I gave just now? In speaking to Mr. Bischoff, the partner, it appears that he wrote the letter in my presence. I believe I stated that I dictated it; but in consequence of what he says, I beg to correct that.

2899. Mr. *Philips.*] Are you speaking upon the question which is now before us, of the loss of 7,000 *l.* to Messrs. Hebbert & Co.?—I believe so.

2900. Viscount *Duncan.*] In your absence, and on a former occasion, I put a question to Mr. Bischoff, of the firm of Hebbert and Co., in answer to which he stated, with reference to the connexion of Colonel Charles Wetherall with the house of Hebbert & Co.: "Some four or five years ago our correspondence was of so large a character, and of such an extent, that we required assistance, and Colonel Charles Wetherall at the time being out of employ, came to the house without any terms, or any stipulations for any remuneration, leaving to us to say what he should receive, to undertake to assist us in the correspondence; and in that character alone has any person of the name of Wetherall had connexion with us"?—That is quite true.

2901. At what date did your connexion with that firm commence?—It was, I believe, immediately before the Crimean War.

2902. Be good enough to state the date?—I never expected to be asked as to the dates; but I can ascertain them.

2903. Can you tell me about what time it was?—I believe it was just before the commencement of the war.

2904. At what period did your connexion with that firm cease?—Immediately after the war.

2905. About what period?—That I can also tell you by reference; but it ceased the moment that the necessity ceased for the voluminous correspondence.

2906. Can you state within six months when your connexion with that firm ceased?—By reference I can do so.

2907. I wish to ascertain from you about when your connexion with that firm ceased; is it upwards of a year ago?—More than 18 months.

2908. Has it ceased?—Entirely; it ceased with the war.

2909. During the period that you were employed by the firm, I think you were employed in conducting the correspondence?—Yes.

2910. Did you conduct their general and also their confidential correspondence?—The whole correspondence was supervised by me, and the particular department of correspondence with the army and navy I undertook.

2911. Have you had any connexion in any way with that firm since your original connexion with them ceased?—Never.

2912. *Chairman.*] I suppose Messrs. Hebbert & Co. had heavy contracts and voluminous correspondence, so that they thought it advisable to employ some gentleman who had a knowledge of the furnishing of supplies, and a knowledge of military matters?—I suppose so.

2913. You were requested to conduct their correspondence?—I was especially engaged for that purpose.

2914. I presume you were selected from your knowledge of clothing, having undertaken, on a previous occasion, to furnish clothing and accoutrements for 10,000 Anglo-Spanish forces?—I believe that was the reason.

2915. Besides that, you have informed us that you are a personal friend of two of the members of that firm?—Yes.

2916. General *Codrington.*] Were you on half-pay all the time?—Yes, when employed in conducting the affairs of the Spanish Legion, with the sanction of the Government.

2917. At that period you were on half-pay, as you are now?—I was.

2918. *Chairman.*] Scarlet cloth of the quality now in use in the army is not, I believe, a general article of consumption?—Certainly not.

2919. We understand that the Government have thought fit greatly to improve the quality of the soldier's clothing, and to increase the price paid by 50 per cent. over that paid for the old cloth. We have been informed that Messrs. Pollard & Co., a manufacturing firm of the greatest respectability, have been for many years large contractors with the Government; and it appears that they

undertook by contract to supply 11,000 yards of scarlet cloth at about 9*s.* or 10*s.* a yard, and that of that quantity they supplied 9,504 yards, of which were rejected 4,256 yards; and we have it in evidence that Messrs. Pollard & Co. stated to the War Department that they could not at their manufactory accomplish the contract that they had undertaken; that they found difficulties which they had never contemplated, and begged to be relieved from the agreement, stating that they were willing to pay any expense to which the Government might be put in giving them the relief they asked, and the relief being given, 6,000 yards were supplied by them, and 5,000 yards were delivered by other parties, the difference in the price of the cloth averaging 1*s.* 3*d.* per yard. Did Messrs. Hebbert & Co. offer similar terms to the Admiralty?—That is a part of Messrs. Hebbert & Co.'s business of which I know nothing; my duties were simply to carry on the correspondence, and as to the prices of the cloth, I am perfectly ignorant.

2920. Is it a fact that Messrs. Hebbert & Co., who are manufacturers, felt a difficulty in making the fine scarlet cloth?—That I am not prepared to answer.

2921. General *Codrington.*] Your connexion with Messrs. Hebbert & Co. was confined to the correspondence?—Entirely.

2922. Viscount *Duncan.*] For what period?—About two years, I think.

2923. General *Codrington.*] In your mention of Mr. Smith's name, I think you spoke of an impression generally existing amongst others, but did not refer to Mr. Smith except in answer to questions of this Committee?—That is all.

2924. *Chairman.*] You have no knowledge yourself of Mr. Smith acting in any other but a proper way?—Not at all.

2925. Mr. *Baring.*] Nor have you any personal knowledge of what he does before the committee?—No.

2926. But you believe he singes the cloth?—I believe he does.

2927. Have you any knowledge of that?—I have no personal knowledge of it.

2928. Since you have ceased to be actually connected with the house of Messrs. Hebbert and Co., have you not been in the habit of giving your opinion upon their correspondence?—I go there whenever I like, and I believe I am on such terms and I take such interest in them, that if there was anything interesting going on, such as a change of clothing, I should ask to see the correspondence and should give my opinion upon it.

2929. Have you given your opinion upon the correspondence which has taken place between Messrs Hebbert & Co. and the Board of Admiralty?—I think I have seen most of it.

2930. Have you given your opinion it?—I am not clear that I have.

2931. You have seen some of the correspondence, but you cannot state whether you have given an opinion?—I cannot; it would be shown to me, if at all, as an officer in the habit of communicating with public departments. There is a certain style of communication adopted by mercantile men which is not suited to the taste of officials.

2932. Do you consider such words as "caprice" or "incompetence" proper words to be used in addressing a public Board?—Certainly not; I should not make use of such words to anyone.

2933. I wish to give you an opportunity of saying whether you have any interest whatever in the contract between Messrs. Hebbert & Co. and the Government?—Not the most trifling.

2934. It has been stated, that in consequence of their failing to perform their contract they would be liable to penalties amounting to 7,000*l.*?—I believe so.

2935. I hold in my hand the contract for clothing, by which it appears that it is signed by Charles Wetherall as surety; is that your name?—It is.

2936. Therefore you are the surety for the performance of that contract?—I am.

2937. Consequently, supposing Messrs. Hebbert & Co. were unable to pay the penalties, you would be called upon to pay them?—I have not the slightest fear of that; I had ascertained the position of the firm before I put my name to that paper.

2938. And therefore you think you can say you have no interest in the contract, notwithstanding you put your name to the agreement?—Certainly, none whatever.

2939. Mr. *Corry.*] You say you would not have taken the trouble of going to Deptford if Colonel Stransham had not been a friend of yours; am I right in inferring from that, that you wish the Committee to understand that your object was not to influence him, but to warn him against what you considered undue influence of a subordinate, which was considered, in your opinion, injurious to the character of the Board over which he presided?—Entirely so; and I may

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say, that during the war I saw such flagrant impositions practised upon the Government, that I doubted whether it was not my duty, as an officer on half-pay, to go and at once denounce the system.

2940. Mr. *Baring.*] Do you refer to the Admiralty?—Excuse my going very particularly into detail; it was from what I saw of the contracts going on during the war, that I said, "Upon my word, I doubt whether, holding a commission in Her Majesty's service, I ought not at once to denounce such a system."

2941. Sir *Charles Napier.*] Did you denounce it?—I did not; but it was a question on my mind.

2942. Mr. *Baring.*] I wish to ask you, are you prepared to inform this Committee to what contracts you allude?—No, I do not choose to.

2943. General *Codrington.*] Am I right in supposing, that in your evidence you have wished to impress on the Committee that your sole object in speaking to Colonel Stransham was to inform him of the existing impression, that the Board was liable to be unduly influenced by a subordinate, but that you altogether deny that your speaking to Colonel Stransham was for the purpose of influencing him at the Board?—On my honour, if Colonel Stransham had not been a friend of mine I should not have gone near Deptford.

2944. Is that a correct representation of what you wish to put before the Committee?—Quite so.

2945. Colonel *Gilpin.*] You acted in this correspondence with Messrs Hebbert & Co. as a friend of the firm?—Will you allow me to state my connexion with the firm from the beginning to the end?

2946. Were you engaged upon the official correspondence?—Quite so.

2947. Upon their official business?—Entirely.

2948. With regard to their business, not your own?—Entirely.

2949. Did you use any influence with the persons to whom the correspondence was addressed?—Never.

2950. Viscount *Duncan.*] Were you acquainted with the whole particulars of the business upon which that correspondence was conducted?—I know no more of cloth than your Lordship does. It was at a difficult period, when the correspondence had increased very much, that I was employed to conduct their correspondence.

2951. In the first instance in which a letter was written, namely, with respect to the Marine Contract, were you acquainted with the particulars of that business at the time of writing that letter?—I did not write that letter, but I saw it.

2952. I understood you to say that you dictated the letter?—I thought, in the first instance, that I had dictated it; but one of the partners has corrected me in that, and has told me that he wrote it, and afterwards read it to me.

2953. Sir *Charles Napier*] Did your correspondence relate to any of the 12,000 yards that were rejected?—I had charge of the correspondence with the Government principally; having been an official man all my life, that was the reason that I was selected.

2954. But of the 32,000 yards supplied by Messrs. Hebbert & Co. during that year, 12,000 were rejected; did that form a subject for your correspondence?—I know nothing of that; the facts were put before me to bring in an official shape before the Government.

2955. It was all relative to contracts?—Yes.

2956. Do you not know whether you had correspondence with the Government about the 12,000 yards of cloth sent in by Messrs. Hebbert & Co., which were rejected?—I have no idea.

2957. You do not recollect it?—I do not.

2958. *Chairman.*] Have you any further observations to offer connected with the personal matter between Colonel Stransham and yourself?—Simply that I went down there to obtain, if I could, an interview for the two chief members of the firm.

2959. Viscount *Duncan.*] Why did you think that you were more likely than the members of the firm to obtain an interview?—The question was asked of me before we left the office, "Can we obtain an interview," and I said, "Really the Admiralty are funny fellows, half salt-water and half fresh;" but I said, "on a military Board they would deny no one an interview who could give information."

2960. Mr. *Baring.*] Were you aware that the agent of the firm was admitted after the examination had taken place?—The moment I saw Colonel Stransham I left, and I did not know until the next day, when I was told of it.

Serjeant *Thomas Smith*, called in; and Examined.

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2961. Mr. *T. G. Baring*.] WHAT is your present position?—I am serjeant in the Royal Marines, and leading man of the storehouses.

2962. On full pay?—On full pay.

2963. State your services?—I entered the service in September 1828, and was promoted to be corporal on the 3d of April 1832, serjeant on the 16th of January 1834, colour serjeant about the 26th January 1839, quartermaster-serjeant about the 1st July 1844, and to my present position on the 26th of May 1846.

2964. Were you placed in your present position on account of your good conduct?—I accepted it in preference to a commission; but I was not written to about taking the commission till after I was acting as leading man of the stores.

2965. You might have obtained a commission?—I presume I might have done so from a letter that was written to me.

2966. Explain what duties you perform as foreman of the stores at Deptford?—The cloth is sent to the Deptford stores by the contractors, accompanied by a delivery note; as soon as the cloth arrives and the vans are cleared it is immediately weighed, sampled, and tickets made out and sewn upon it; the samples are afterwards transmitted to Woolwich for the master tailor to singe and examine, and when called upon, he is to report to the officers.

2967. You do not singe or scrape the cloth yourself, as I understand?—I have done so occasionally.

2968. What other tests do you apply?—For my own information I apply a chemical test.

2969. Of the dye?—Of the dye.

2970. State to the Committee whether you have any recollection of the examinations, on the 13th of February, 16th of March, 9th of April, and 25th of April, of the goods furnished by Messrs. Hebbert?—I have.

2971. Can you state whether any of the goods upon those inspections were rejected in consequence of chemical tests applied by you to the cloth?—I have every reason to believe that my chemical test was not noticed by the officers any more than being looked at; I do not think that it influenced their opinion in the slightest degree.

2972. Have you any practical knowledge of the cloth trade?—I was fortunately the grandson of a cloth manufacturer; my father followed that business, and I commenced it at the early age of about seven; I continued in it until just before I entered the service, nearly 18 years of age; but this was in the West of England, where fine cloths, not coarse cloths, such as those worn by the Marines and soldiers are made.

2973. Whilst the inspecting officers are examining the cloth, what part do you take?—I stand there to obey orders.

2974. The cloth is brought to the table?—It is.

2975. You having previously cut off a pattern and sent it to the master tailor to be scraped and singed?—Yes; and I report to the committee whether it is of the proper weight or not; as soon as the piece of cloth is weighed, I mark on the back of the ticket whether the cloth is light, or whether it is overweight; although, if the piece of cloth were weighed at that moment, it would not be of the weight that it was when it was put into store.

2976. For what reason?—The damp may be extracted from it.

2977. Can you inform us whether the ordinary course was pursued with respect to Messrs. Hebbert's goods, or whether the inspection was more strict than usual?—I must say that the committee excluded a greater quantity than usual, but if any contractors had been favoured, I conscientiously consider it was Messrs. Hebbert & Co.

2978. By favoured, do you mean that they were treated with lenity?—In passing the cloths to meet the immediate wants of the public service.

2979. It has been stated in evidence by Colonel Stransham, that the agent of Messrs. Hebbert & Company was called in upon two occasions, once when it appeared to the committee that a white substance had been rubbed over the kersey to conceal the stains, and that the fact was brought to the knowledge of the agent of the contractors, who did not deny that fact; were you present on that occasion?—I was.

2980. Do you remember the circumstance?—Perfectly.

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2981. You remember the stains?—I do; they were rubbed over with chalk or whitening.

2982. Do you remember the contractors' agent being called in?—I do.

2983. What did he say?—I remember his saying he saw them, but that he could not account for them.

2984. Do you know the name of that person?—He signs in the name "J. D. Biden."

2985. Do you remember upon another occasion, that 63¼ yards of kersey were accepted by the committee?—Yes.

2986. Do you remember the agent of the contractor being called in?—I do. The contractor's agent was cautioned on that occasion, that as it was very much wanted, it would be accepted, but that if any cloth so inferior were sent again, it would not be accepted.

2987–88. Do you remember any occasion on which cloth that was evidently damp was brought before the committee for their inspection?—I have had reason to believe that the cloth was damp, inasmuch as prior to the 25th of April, one of the labourers of the store called my attention to the warm state the cloth was then in; I said, "Nonsense, it cannot be warm," but as he said it was, I put my hand in, and found that the cloth was quite warm; when the committee was assembled, it did not occur to me to mention that until the contractor's agent was present, then I said to him, "Mr. Biden, when this cloth was put into the store, it was quite warm; had it been hot pressed or steamed?" and he said, "Quite warm! I am surprised at that, for it had been in the warehouse five or seven days." I believe that was his reply.

2989. In point of fact, your duty is, to give an honest and conscientious opinion in answer to any questions put to you by the inspecting officers?—I have no opinion to give until asked. When a piece of cloth is called for by one of the committee, it is put on the table, and the master tailor asks for the number, so that he may look for the pattern which was cut from that piece of cloth, and I give the number and the weight.

2990. You compare the pattern with the piece, so as to see that the pattern agrees with the piece that is being examined?—So that there is no possibility of mistake as regards the piece of cloth.

2991. Have you had any communication with Messrs. Hebbert & Co. before their present contract, or during the execution of the contract?—Nothing during the execution of the contract.

2992. Have you had any communication with them since the contract was under execution, with a view of influencing your opinion upon the matter?—Mr. Biden, and the different parties connected with the firm, have been down looking at the patterns.

2993. After the contract?—No, during the contract, so as to get at the quality; he invariably asked me my opinion as to this, that, and the other.

2994. Did you give your opinion?—In some cases I did, and particularly when I was told that it should be strictly confidential, and that the firm should not know it.

2995. What did you mean by that?—Upon one particular occasion Mr. Biden came down with a statement of what remained in the store belonging to the firm of Hebbert & Co., which articles were in store on the 12th and following days of February. These articles still remained to form part of the future supply; 920 tunics were put into store and condemned; but the other articles, with the exception of the blue and red cloth, I believe, were all passed.

2996. Did anything pass with respect to your having given your opinion upon the articles rejected?—Yes, Mr. Croker asked me after the inspection, and after the president had left, whether I had been asked my opinion. I said, I certainly was asked my opinion, and he asked me, "What opinion did you give?" I said, "I refuse to answer you."

2997. Did anything else pass then, or at any other time?—He requested me to cut a pattern out of a piece of cloth that had been rejected, and I did so.

2998. They would take away the cloth which was rejected?—In due course.

2999. Why would he want the pattern?—I suppose to submit to the firm, to see whether it was considered equal to the sample or not.

3000. Did Messrs. Hebbert & Co., or any of their employers, come to your marine stores, previous to taking the contract, and ask for information?—Yes.

3001. What did they ask for?—One of the clerks of the firm, by the name of Phillips, came there one day, and one of the men of the store came to me, and

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and said I was wanted; I said, "Who is it?" and he said, "There are three or four gentlemen upstairs;" and when I went up, I saw Mr. Phillips, and as he represented, two or three cloth manufacturers.

3002. Was Colonel Wetherall one of them?—He was not.

3003. What took place on that occasion?—He said, "How do you do, Smith?" and I accepted his hand. He said, "I have come down on purpose to look at your red pattern." I said, "Indeed, then you have had your walk for nothing, for I have not got it here; and I could almost tell you I have not seen it, because it is at the Royal Marine office." He went round the table, and handled a piece of white cloth, and said, "Something of this quality; we intend to go in for the contract." I said, "Very well, then perhaps I may not be considered out of place if I give a friendly hint, as you have never had this contract before, that the officers are very particular. The patterns are cut out of each piece, the weight is stated, and it is sent to the master tailor, at Woolwich, to be singed and analysed by him.

3004. You described to them the method of examining?—Yes.

3005. Are you aware that on the 13th of February there was a very large rejection of goods of Hebbert & Co. on account of their being under weight?—I am.

3006. Why did you give them that information respecting the method of examining?—It was done for the benefit of the public service.

3007. Every information, I believe, is given to the contractors which can be properly given?—Yes; they did not ask me that, but I gave them voluntarily this information, so as to prevent any trouble afterwards.

3008. Be good enough to say whether upon the occasion of any conversation you have had with Messrs. Hebbert & Co. you have represented yourself as the person who alone could accept or reject cloth?—Certainly not.

3009. You could not do so, because it is not in your power?—It is out of my province altogether.

3010. You are not responsible for it?—I am only responsible for the cloth being in the store after it is once received; I am responsible for seeing that they are agreeable as to quantity and weight.

3011. Mr. *Liddell.*] Is it your duty to weigh the cloth?—Yes.

3012. Mr. *T. G. Baring.*] With your knowledge of the officers of Royal Marines who sit on the Boards of Inspection, do you think that you would be able to influence them by any attempt to pass cloths which were not up to the mark, or to reject cloths which were equal to the pattern?—I might as well try to fly in the air; if I were to give a voluntary opinion, I should expect to be ordered out of the room, or to be dismissed from the rank of serjeant.

3013. Mr. *Liddell.*] You have informed us that you occasionally test the cloth by chemical application; is that part of your duty?—I have done that out of curiosity.

3014. To satisfy your own mind?—Yes; but not with the cloths only of Messrs. Hebbert & Co.

3015. Do you often do that?—I do.

3016. Do you convey to the Board the result of those experiments?—Not unless I am asked.

3017. *Chairman.*] You do not mean to imply that there is any harm in a gentleman who is about to contract, bringing down two manufacturers to look at the patterns?—Certainly not at that time; but orders have since been given, prohibiting any contractors or their agents from entering the store unless accompanied by the storekeeper, or one of his representatives.

3018. Mr. *T. G. Baring.*] Might he not have seen the patterns at the Royal Marine office?—The contract was not advertised at that time.

3019. Viscount *Duncan.*] After the pattern was in your hands, had you any communication with any of the contractors?—I had verbal communications with them; they were repeatedly down to look at the patterns.

3020. General *Codrington.*] Are the sealed patterns in your possession as storekeeper?—They are in the possession of the captain superintendant, or rather the storekeeper of the yard under the captain superintendant, and I am responsible for the due keeping of those patterns.

3021. *Chairman.*] I understand that the singeing of the pattern cloth is not performed in the dockyard, but that the master tailor takes it to his residence at Woolwich?—It is sent to him.

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3022. Why should it not be done in the dockyard?—The master tailor is employed at Woolwich, looking after the tailors; and besides the smell, which is very disagreeable, the time allowed would not enable him to give a proper answer.

3023. Lord *Claud Hamilton.*] You stated it was your duty to weigh the cloth?—Yes.

3024. Then it is your duty to report to the committee the result of the weighing?—Yes.

3025. If you report that it is not of the proper weight, the committee would reject the cloth?—No; they invariably look at it, and if there is a deficiency in some of the pieces, they ascertain whether the overweight in others exceeds that deficiency.

3026. No other means are taken to test the weight?—Yes; the committee repeatedly weigh it after me, to see that I have given a correct statement.

3027. Viscount *Duncan.*] They verify your statement?—They constantly have a piece of cloth weighed to see whether my statement is correct or not.

3028. Do you make a verbal or a written statement?—A verbal statement in all cases.

3029. Subsequent to your making your verbal report, I understand you to say, the committee adopt such means as they think proper to satisfy themselves of the accuracy of your report?—Precisely.

3030. Mr. *Corry.*] You say that you never submit to the committee the results of your tests unless you are requested to do so?—Never.

3031. Is it the practice of the committee to ask your opinion as to the quality of the cloth, and as to your chemical tests?—I have been asked, but very seldom.

3032. In the majority of cases, then, you would have no opportunity of influencing the committee?—I only remember being asked once, since Messrs. Hebbert & Co. have had the contract, and then it was done in an off-hand manner.

3033. Viscount *Duncan.*] In that instance did you submit the cloth to the usual tests?—Yes; I found the dye of the red cloth equal to the sealed pattern, but it was light in weight and darker in colour.

3034. It was because the cloth was light in weight that it was rejected?—It was rejected by the committee because it was light in weight, and was not equal in quality.

3035. *Chairman.*] That was after you weighed the cloth?—The cloth is put into the store at different times; it is weighed and put on shelves, or on brown paper on the boards, to protect it; so that sometimes there may be 200 or 300 pieces of cloth, besides other articles; and when the committee assembles these articles are brought before them.

3036. You weigh the cloth previously?—Yes.

3037. If you find cloth deficient in weight, what do you do with it?—I still go on weighing it; but in the instance I am speaking of, I did not go on sampling it, because I thought it unfair to the contractor of the cloths to cut a piece out of each, as they would not be so saleable in the market afterwards, if they were rejected. I went to the storekeeper, and pointed out to him that the cloths were very light as I thought it would be necessary to write a letter to the firm, in order that they might be in a position to telegraph immediately, or to write to the manufacturer, to stop his making any more cloths so light. That was done; and the following day Mr. Crocker came down.

3038. Viscount *Duncan.*] What did he say when he came down?—He came in and said, "What is the matter with our cloths?" I said, "About two-thirds of them are light in weight." He said, "How much are they deficient?" I said, "They vary; some are four ounces light, some are 12 ounces light;" and I said, "Will you like to see some of them weighed." I weighed some in his presence, and the first, I think, was eight ounces light. He asked what the length was, and I found it was 33 yards. He said, "What are eight ounces in 33 yards." I said, "It is considered fatal;" and I said, "Let me draw your attention to the colour of the cloth" and he said, "As to the colour of the cloth, I am sure ours is all right." I said it differed from the pattern; and he said, "We could get it the same as yours, and save 2*d.* a yard." I said that the committee would not care how much a yard he saved, if they would make it the same as the pattern.

3039. Did he admit the justice of your observation as to the colour, and so on?—He did not make any particular remark.

3040. Mr. *Phillips.*] Do you think that in a piece of cloth 33 yards in length, eight ounces short is a very great deficiency?—I do not consider it so.

3041. I thought you said, that such a deficiency would be fatal?—Particularly when they were all so.

3042. What salary do you receive?—£. 100 a year besides my serjeant's pay.

3043. What is that?—£. 34. 19*s.* 7*d.*, and 10*l.* a year I receive as annuity.

3044. What sort of goods pass under your inspection?—The whole of the clothing, barrack stores, necessaries, and appointments.

3045. Viscount *Duncan.*] Does not the cloth pass under your inspection?—None under my inspection, but it comes under my notice.

3046. Mr. *Liddle.*] When the cloth is delivered, it is delivered in pieces?—It is.

3047. You weigh each particular piece and enter in a book whether it is above weight or below weight?—Every individual piece of cloth, if time will admit of it; if cloth comes in on the morning of inspection, which is the case sometimes, I have not an opportunity of weighing and sampling every piece.

3048. Then it is not always correct that every piece is weighed separately?—No.

3049. Your usual practice is to weigh each individual piece, and to enter in a book whether it is overweight or underweight?—I do not enter in a book, but on the back of each piece of cloth is the contractor's card, stating the length of the cloth.

3050. And the weight?—No; suppose the piece of cloth is 34 yards in length, and that ought to weigh so much, at a certain rate per yard, but it varies according to the quality of the cloth; I put on the back of the card for my own information whether the piece of cloth weighs under or over.

3051. When you have weighed all the pieces of cloth, I understand you to say that you strike the average?—The committee sometimes do that.

3052. And in the event of the aggregate of the cloth being of a proper weight, no individual piece is rejected because it happens to be light?—I do not remember an instance of its having been rejected when there was overweight in the whole, so long as one piece is not a great deal under weight; and then they might reject the whole in consequence. It might so happen that the wrong cloth was sent in by the error of the contractor, so that one piece of cloth might be five pounds under weight.

3053. General *Codrington.*] I understand that your official duty is not only the custody of the stores, but that you are answerable to the committee for the knowledge of the weights?—I weigh them.

3054. Lord *Claud Hamilton.*] I understood you to say that you allowed the foreman of Messrs. Hebbert & Co. to take away a portion of the rejected supply; do you remember the name of that foreman?—Mr. Crocker, a clerk of the above firm.

3055. Do you recollect about the end of April giving them a portion of the rejected cloth?—I recollect on the 27th of April, Mr. Addiman came down after the committee left; and it is customary, I may remark, after the committee has left, for some representative of the firm to come in, and for me to read the articles received and rejected by the committee; the foreman, on this occasion, said, "Mr. Smith, I wish you would be good enough to let our manufacturer look at your sealed pattern, for the piece which he has is very small, and it is pulled about so, that we scarcely know what it is;" I said, "Mr. Biden, you know how strict my orders are, there is the pattern, but I dare not show it you, but I will commit myself for once," or words to that effect; whilst I was reading off to thefore man, the pattern was laid before the manufacturer, Mr. Addiman, he must have had his knife already prepared, or it was soon prepared, for he slipped this piece of cloth out of the sealed pattern; one of my men nudged me, to call my attention to it, and I said, "Good God, man, what are you about, I would not have had you do that for 100*l.*;" he said, "What is the use of showing me the pattern, if I am not to do anything with it;" then he said, "May I be allowed to look at one of our rejected pieces of cloth;" he scraped the two, and laid them before me, and asked my opinion, and I said, really I have no opinion to give, I have already gone too far; but if I was to give an opinion, it would not alter the decision of the committee, because I have nothing to do with it, they are the responsible parties.

3056. Did you express an opinion as to the relative quality of cloth?—I did; he said, "Which do you call the best of those two, and unguardedly, I said,

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that the one supplied by them appeared to be the best; he said, "That is our supply, and I will contend the matter as long as I have breath in my body," or words to that effect.

3057. Your decision was in favour of that cloth that was rejected?—It was on that occasion. I felt annoyed, afterwards, to think that I had been so foolish as to give an opinion at all, knowing that I was not in a position to do so, properly speaking; I think about two or three days elapsed before I could conveniently find time to examine the cloth minutely; I felt satisfied that something was wrong, but I did not know what. I cut a piece out of the same cloth that Mr. Addiman had cut a piece out of, and singed it, and I cut a piece from the sealed pattern and singed that also, and compared them; I said to myself, I was confoundedly out in my judgment when I said that was the best, but in the one case, Mr. Addiman had scraped into the heart of the thread, and in the other, he had only just gone to the edges of it. When I had an opportunity of weighing that piece of cloth, I found that it was very deficient; I entered the weights, and the result was as follows: No. 3,111, length marked 43¼ yards, length measured 44¼, but it was rather tight, and therefore I had perhaps better call it 44; weight, when delivered, 73lbs.; this is the cloth that I made an observation of before, that one of the men drew my attention to its warm state when delivered, and the weight on the day I weighed it, was 71¾lbs.

3058. *Chairman.*] What firm are you speaking of?—Messrs. Hebbert & Co.

3059. I put a question to you just now, whether if a piece of cloth 34 yards in length were deficient only eight ounces, it would be rejected; I wish now to ask you, whether if another piece of cloth 34 yards in length was eight ounces over weight, the two together would be received?—I presume that the committee would receive them, but it is entirely matter for their consideration.

3060. Mr. *Phillips.*] You say you consider that weight is the test of cloth?—We want the quality of wool as well as the number of threads.

3061. Lord *Claud Hamilton.*] If you find the cloth damp, should you not make a special report?—It is difficult at times to ascertain whether it is damp; the weather may be cold; I have often put my hand on a piece of cloth and fancied that it was not dry.

3062. If damp cloth remains in the stores three or four days, would it not be damaged?—Not in so short a time.

3063. How long does the cloth usually remain in the stores before inspection?—It may happen that the contractor sends in his cloth the day after inspection, and then it must wait till the next examination.

3064. Would not that allow time for the mildew to make its appearance in the cloth?—I think not; but if packed in a damp state the mildew would no doubt make its appearance in six or eight months.

3065. Lord *Clarence Paget.*] When you take the cloth in from the vans and pack it, is it weighed in the presence of any representative of the firm?—No; he is never permitted to come there, even with his delivery note.

3066. The weighing rests entirely with you?—With myself and the men employed with me.

3067. Viscount *Duncan.*] I understand you to say it is checked afterwards?—The committee occasionally weigh a piece of cloth to see whether my statement is correct.

3068. Mr. *T. G. Baring.*] Are they constantly in the habit of doing that?—Almost invariably.

3069. Lord *Claud Hamilton.*] Colonel Strensham said something about the effect of night atmosphere upon cloth; would that produce dampness for any length of time?—A piece of cloth 40 yards in length would probably weigh from four to six or eight ounces more on a damp day.

3070. Would that be the case with cloth packed in your own stores?—Yes; because they are close alongside the river.

3071. So that cloth put into the stores in a dry state, might present a damp appearance when submitted to the inspection of the committee?—I have found cloth which has been weighed a few days before the committee assembled, weigh more when the committee has thought proper to weigh it, in consequence, I presume, of the damp state of the weather; on the other hand, I have sometimes found it weigh less.

3072. Mr. *Phillips.*] How do you account for the increased weight?—From the damp state of the air.

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3073. Mr. *T. G. Baring.*] Was it on 25th April that this cloth was rejected in which you found the dampness?—It was on 25th or 27th April.

3074. Can you say how long that had been in the store before it was examined? I believe four or five days prior to the 25th.

3075. Viscount *Duncan.*] Did you examine it before it was inspected?—One of my men called my attention to its being hot.

Veneris, 3° die Julii, 1857.

MEMBERS PRESENT.

Mr. T. G. Baring.	Mr. Liddell.
Colonel Boldero.	Sir Charles Napier.
Mr. Corry.	Mr. Newdegate.
Viscount Duncan.	Mr. Philips.
Colonel Gilpin.	Lord Clarence Paget.
Mr. Jackson.	Mr. Westhead.
Lord Claud Hamilton.	

COLONEL BOLDERO, IN THE CHAIR.

Lieutenant Quartermaster *Ambrose Wolrige*, and Serjeant *John Watling*, called in; and Examined.

Lieut. Quartermaster *A. Wolrige*, and Serjt. *J. Watling.*

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3076. Mr. *T. G. Baring.*] (To Lieutenant *Wolrige.*) WHAT rank do you hold in the Royal Marines?—Lieutenant and Quartermaster of the Woolwich Division of Royal Marines.

3077. Have you been present at the examinations which took place of the clothing of the Royal Marines on the 13th of February, the 16th of March, the 9th of April, and the 25th of April?—I have.

3078. (To Mr. *Watling.*) What rank do you hold in the Royal Marines?—Serjeant and Master Tailor of the Woolwich Division.

3079. Were you present at the examinations on the days that I have mentioned?—I was; I have been attending all the surveys that have taken place for the last seven years.

3080. What part do you take previous to the examination in examining the cloth which is sent?—Patterns are sent from Deptford to Woolwich to me; I singe them, and scrape them, and compare them with the sealed patterns.

3081. (To Mr. *Wolrige.*) Will you refer to the examination on February the 13th?—(*The Witness referred to the same.*)

3082. Will you state the reasons why the cloth was rejected?—The red cloth was rejected on account of being light in weight, and inferior to the pattern in quality.

3083. What red cloth was that?—Privates' red cloth.

3084. Will you read the entry?—"Nine hundred and twenty privates' tunics rejected, not equal to pattern in quality or colour, and one-third of the pieces under weight."

3085. Can you produce the sealed pattern with which that cloth was compared?—I can. (*The Witness produced the same.*) That is the sealed pattern of privates' red cloth which was deposited at Deptford.

3086. Can you produce the pattern of the cloth that was rejected upon that occasion as not equal to that pattern?—I can. (*The Witness produced the same.*) Those are two samples of Mr. Hebbert's cloth tendered on that day.

3087. Can you state to the Committee what the underweight of those pieces was?—I cannot state the precise weight, but we struck an average upon that occasion, and found that the weight was short of what it ought to have been.

3088. Can you state whether that was weighed in the presence of the committee?—It was weighed in the presence of the committee.

3089. Who weighed it?—The men attending there weighed it in the presence of two or three of the committee, of whom I was one.

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3090. Did you look to see whether the weight was correct?—Certainly. I had some pieces weighed, and I found them short in weight.

3091. Was there not also, beside the privates' red cloth, some staff-serjeants' scarlet cloth examined upon that occasion?—There was.

3092. What items do those refer to?—Eight staff-serjeants' tunics.

3093. Will you read the items?—"Eight serjeant-majors' tunics, four quartermaster-serjeants' tunics, three drum-majors' tunics, rejected, not equal in quality."

3094. Can you produce the sealed pattern of those cloths?—(*The Witness produced the same, and handed it in to the Committee.*) That is the sealed pattern for the staff-serjeants' cloth.

3095. Can you produce a piece of the cloth which was rejected as not equal to pattern?—The master tailor has it in his possession.

3096. (To Mr. *Watling*.) Will you produce it?—(*The Witness produced it, and handed it in to the Committee.*)

3097. (To Mr. *Wolrige*.) How do you know that that was the same cloth rejected upon that occasion?—The master tailor kept the cloth, as I desired him, by my wish; I had it in my possession for two days, and upon my asking a brother officer to look at it, it was torn in half; he took it in his hand, and it tore like a piece of rag.

3098. (To Mr. *Watling*.) Are you positive that that piece of scarlet cloth produced here formed part of the delivery received upon that occasion?—I am positive of it.

3099. (To Mr. *Wolrige*.) In these rejections, was any part of the supply rejected on any representation made to the committee by Mr. Smith, the foreman of stores?—Certainly not.

3100. Will you be good enough to refer to the report of the committee of the 16th of March?—I have it.

3101. Was there any scarlet cloth passed upon that occasion?—There was.

3102. Can you produce a piece of the cloth that was passed upon that occasion?—I can (*producing the same, and handing it to the Committee*). That is a piece of the scarlet cloth passed upon the survey on March 16.

3103. That cloth was furnished to supply the eight serjeant-majors' tunics, four quartermasters' tunics, and three drum-majors' tunics, which were rejected upon the 13th of February, a piece of which has been shown to the Committee?—Precisely so.

3104. This was the quality of the cloth that was received?—That was the quality of the cloth that was received in lieu of some cloth rejected on the 13th of February.

3105. Sir *Charles Napier*.] Was the same care taken of the other patterns that you have as has been taken of this?—I have nothing to do with that; the samples were in the possession of the master tailor.

3106. (To Mr. *Watling*.) Is this what was rejected?—Yes.

3107. Have not the other patterns been handled more than this?—The other samples have been handled more than that has.

3108. (To Lieut. *Wolrige*.) How does it come about that the patterns that are sent up to you, and have been rejected, have been handed about more than the others?—The fact is, the first sample of scarlet cloth was, in our opinion, so bad, that it was pointed out to a great number of people, and it was consequently handled more than the other, as so many have had it to examine. I know nothing about the other sample being handled.

3109. Did the contractors object to having such a small piece of cloth given up to you as you have handed in to us; did they wish to have a larger piece?—I never asked the contractors anything about it; it was merely a piece of the supply kept for our private information; we had no idea that it would be brought before this Committee.

3110. Do you think that with a small piece of cloth, such as has been handed in, a person could judge so well as he could with the larger pattern that you have handed in also?—Certainly not; the first is a piece of cloth, and a sample of the supply of the usual size that is sent to the barracks to be singed.

3111. Do not you think that it would have been just to have taken from the contractor a piece as large as the pattern of the cloth that has been taken?—Had I known that I should have required the cloth for the purpose of producing before the Committee such as is now assembled, I should have saved a larger piece.

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3112. Mr. *T. G. Baring*.] Do you think, in comparing the pattern of the first cloth rejected and the pattern of the cloth received, even by a piece so small, there can be no doubt in the mind with regard to the quality of the cloth?—Certainly not; my opinion is that it would hardly be worth the expense of making up.

3113. (To Mr. *Watling*.) Were you present on the examination of March 16, when the cloth rejected and supplied was read over, after the examination of the staff cloth which was received?—I was; and a person representing the firm said, "This cost us 4*s*. a yard more than the rejected cloth."

3114. What rejected cloth did he refer to?—The scarlet cloth which had been rejected a month previously.

3115. The cloth received cost 4*s*. a yard more than the cloth that had been rejected?—Yes.

3116. Can you tell the Committee the price per yard of the cloth that was rejected—I should imagine that the piece that we received was worth 16*s*. a yard.

3117. So that the cloth rejected would be worth 12*s*. a yard?—Yes.

3118. Sir *Charles Napier*.] Is it your opinion that there is 4*s*. a yard difference in value between the one and the other?—I consider that the received pattern is worth 4*s*. a yard more than the rejected cloth.

3119. Mr. *T. G. Baring*.] (To Lieutenant *Wolrige*.) Will you refer to the report of the inspecting officers of April the 9th?—I have it.

3120. Do you find there that 66 and 24-36ths yards of white kersey were received?—Yes.

3121. Do you recollect any circumstance respecting that reception?—It was in the opinion of the committee not quite equal to pattern; but it was received on account of being a small quantity. The agent or foreman was called in, and it was pointed out to him, and he was distinctly told that if it came so bad again it would not be received.

3122. Were you present when that took place?—I was present.

3123. Did you hear it?—I heard the members of the committee state that to him.

3124. (To Mr. *Watling*.) Were you present upon that occasion?—I was.

3125. Did you hear that statement?—I did.

3126. (To Lieutenant *Wolrige*.] Who was the agent to whom that was told?—I believe it was a Mr. Biden.

3127. (To Mr. *Watling*.) Is his name Byden?—I believe it is.

3128. (To Lieutenant *Wolrige*.) In a letter which wasread before this Committeee by Mr. Crocker, in answer to Question No. 1999, it is stated that there were "500 privates' white kersey jackets, materials rejected for quality of kersey, although precisely the same as 66¾ yards that passed inspection on the 14th of April;" were those the 66¾ yards to which you referred respecting which the contractor's agent was brought in to the Board?—Yes, on the 9th of April.

3129. So that the contractor had full warning that more stuff of that quality would not be received?—He had.

3130. Will you refer now to the report of the inspecting officers on the 25th of April?—(*The Witness referred to the same*.)

3131. There were several remonstrances received from the contractor respecting the rejection that took place on that day; did you meet several times, in order to reply to those remonstrances?—We met at Woolwich several times.

3132. In one of these replies the committee stated that "the general quality of the goods submitted by Messrs. Hebbert & Co. has been, in the judgment of the committee, of an inferior stamp;" is that your decided opinion?—It is my decided opinion.

3133. Can you state whether it was the decided opinion of the committee?—It was.

3134. It was also mentioned that "red cloth (privates') which met with rejection in the piece, has, in the firm opinion of the committee, been submitted again in made-up tunics;" is that your opinion?—It is my opinion.

3135. Upon what do you ground that opinion?—The peculiar nature of the cloth of which the tunics were made up; I decidedly thought that I had seen it before; I thought that that rejected upon the 13th of February had the same peculiarity.

3136. What peculiarity had the cloth that you refer to?—There was a peculiar

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face upon it, a mottled sort of face, which led me to believe that it was the same cloth that was rejected in February.

3137. It is stated also, in your reply, that "black-grey cloth for trousers has come before the committee in so damp a state as to render the discovery of its true weight impossible;" to what black-grey cloth do you refer?—I believe it was 1,000 pairs of privates' trowsers rejected on the 25th of April.

3138. Were you present upon the last occasion when this Committee met?—Yes.

3139. Was that the same cloth respecting which Mr. Smith gave evidence to the Committee on the last occasion?—Yes, it was the same cloth; the manufacturers cut a piece from the pattern at the same time.

3140. Will you state the date at which the cloth was received into store at Deptford?—I believe it was received on the same day that the inspection took place.

3141. I find in the return of the cloth you examined on the 27th of April that 1,000 privates' trousers were tendered for delivery on the 25th of April; would those be the same trousers?—Yes.

3142. So that these trousers only remained in store from the 25th to the 27th before they were examined?—I am not quite sure whether they were examined on the 25th or the 27th; but I was given to understand that the cloth arrived on the same morning when it was examined by the committee.

3143. I find again (quoting from the report of the committee of which you were a member), that it is stated, that "white kersey has been placed over the rollers, and found unfit for service, by reason of stains passing through its whole surface in large spots; and the committee have discovered chalk or whitening rubbed over the stains. The contractors' agent being called in, did not attempt to deny its presence." Did you see the stains on the kersey, and are you perfectly satisfied that you found that some white substance was rubbed over the stains?—I perfectly remember the white kersey being produced and placed upon the rollers; and remember witnessing the presence of whitening or chalk. I am not quite certain what supply it was; but I believe it was 500 privates' white shell jackets rejected upon the 25th of April. The surveys have been so complicated lately, owing to the irregular mode in which Messrs. Hebbert's goods have been sent in, that it is difficult to hit upon that supply.

3144. Were you present when the contractors' agent was called in and shown that fact?—I was.

3145. What remarks did he make upon it?—His only words were, "I cannot account for it."

3146. (To Mr. *Watling*.) You have heard the report of the committee that has been read respecting the stains upon the kersey, and some substance that had a whitening effect having been rubbed over the stains; do you recollect that circumstance?—I do.

3147. Were you perfectly satisfied that that was the fact?—It was the fact.

3148. Were you present when the contractors' agent was called in?—I was.

3149. Do you recollect the fact, that a white substance was rubbed over the stains being pointed out to him?—Yes, I do.

3150. Who was the agent upon that occasion?—A gentleman named Mr. Biden, who is now in the room.

3151. Do you recollect what remark he made when it was pointed out to him?—He said he could not account for it when it was pointed out to him.

3152. Lord *Claud Hamilton*.] In whose custody was this kersey after it had been delivered into the Victualling House?—It was in the stores.

3153. In whose custody had it been during the time since it had been delivered?—I consider it was in the custody of the foreman of stores.

3154. Did not Mr. Biden deny the presence of the stains?—No.

3155. Did he say that he could not account for it; or did he state that it had not left the premises of the firm in that condition?—I did not hear him say so.

3156. Was the appearance of it palpable?—The appearance of it was palpable. After it had been stained it had been covered up with some substance.

3157. Was it so palpable that no practical person could fail to see it?—It being exposed over the rollers I could see that there was something amiss, and when we came to dust it the dust flew out.

3158. Mr. *Philips*.] (To Lieutenant *Wolrige*.) You say that some grey cloth was sent in, and that it was damp?—Yes.

3159. How

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3159. How long had that been in your custody?—It was not in my custody at all.

3160. From whom did it come?—With regard to the dampness of the grey cloth I recollect perfectly seeing cloth in store, and feeling it, and it appeared to me to be damp; but I cannot state positively that that was the 1,000 pairs of trousers received on that day that had just been delivered by Messrs. Hebberts.

3161. Had it been in store?—I know nothing as to how long it had been in store. If it is the supply for trousers alluded to, I believe they arrived on the morning of the survey.

3162. Had any of the grey cloth that was damp been delivered by Messrs. Hebbert?—I do not know for certain, but I believe it was their supply.

3163. (To Mr. *Watling*.) Do you know how that was?—No, I do not.

3164. Mr. *T. G. Baring*.] (To Lieutenant *Wolridge*.) Do you wish to make some explanation with respect to your evidence about the 1,000 yards which were damp?—I wish to say that I could not state positively that the 1,000 yards of grey cloth brought in on the morning of the 25th was actually the cloth that I found damp. I cannot positively state that that was the supply.

3165. Will you refer to the examination on March 16th?—(*The Witness referred to the same.*)

3166. I find that as regaeds some of the articles it is stated that they were composed of "damaged cloth"?—They were.

3167. Do you recollect that circumstance?—I do.

3168. What do you mean by "damaged cloth"?—It was spotted and stained, and soiled in front.

3169. Were any allowances made by the contractor for the damaged cloth?—The first supply of cloth was rejected on account of being damaged. Another supply came in which was received, the damage being made good by the contractors.

3170. That is to say, there was an equivalent given for the amount that was damaged?—Yes.

3171. With respect to the cloths rejected the damage was evident?—It was.

3172-3. What do you mean by "damage"?—The cloth was entirely spoiled; in fact, not fit to be made up.

3174. Was that explained to the agent from the contractor?—To the best of my memory he was called in, and the damage pointed out to him.

3175. I see that a correspondence ensued with reference to the rejection of 800 duck frocks on the 25th of April, and that a complaint is made by the contractors that a large supply of the duck was rejected only for being callendered; and on reference to the report of the committee I find the duck stated to be watered duck. Will you give the reason for the rejection of that duck?—Eight hundred yards of duck were not according to pattern, inasmuch as they were watered.

3176. What do you mean by "watered"?—Callendered, in the same manner as tablecloths are.

3177. Do you mean to say that the duck made up of this quality would appear different from the other duck?—It was different to the duck used in the Division.

3178. So that it could not be received because of that difference?—Yes.

3179. It is stated by the contractors that that effect would be cured, if they were received, by wearing; is that so?—The committee certainly had no chance of trying it.

3180. In point of fact, the duck was not agreeable to the pattern in character?—It was not according to pattern.

3181. I see also, in the explanation of the contractors, that it is stated that a supply of drummers' caps was rejected because the small distinguishing ornament was not produced from the same die as the pattern, the difference being merely in the die-sinker's style of work; do you recollect that rejection of shakoes?—I do.

3182. What was the reason why they were rejected?—The shakoes were found to be not equal to pattern; the drums were considerably larger than the pattern, and consequently the shakoes were rejected by the committee.

3183. If they had been accepted, would the shakoes have been uniform in the corps?—They would not.

3184. It has been stated by the inspecting committee that the service has been put to great inconvenience by Messrs. Hebbert & Co. repeatedly tendering articles

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of an inferior quality, and that the "annual clothing of the corps is in a backward state," and that "the time of the inspecting committee which ought to have been given to other duties has been occupied by the examination of their faulty articles;" can you inform the Committee whether the battalion of Royal Marines sent to appear at the distribution of the Victoria Cross was equipped in a proper manner with fresh clothing?—They were.

3185. What inconvenience was the corps put to?—We were nearly two months without being able to make a suit of clothes, and the consequence was, that on the 23d of April we found a great many men unclothed; the men forming the battalion for Hyde Park were men picked out on account of their being clothed; there were many men left behind who would have gone had they been clothed.

3186. Was it not the fact that you could not make the selection of the smartest men, on account of the clothing being delayed?—We could not.

3187. Sir *Charles Napier*.] Was the clothing worn on that occasion any better than the usual clothing?—They have only one particular clothing; their annual clothing.

3188. Viscount *Duncan*.] Is not the clothing that you are alluding to, the clothing for the present year?—I am alluding to the clothing of the present year.

3189. Mr. *T. G. Baring*.] Will you state to the Committee what interest you have as a committee in receiving or rejecting the clothing furnished by the contractors?—It is greatly to our interest to receive it. If we receive the clothing, I am quickly away from my duty; if I have to go over to Deptford to inspect a second time, it is a great loss of time to me.

3190. Whose interests have you to provide for?—My own, as lieutenant and quartermaster; and the interests of the service. The clothing is under my superintendence, and I wish, of course, to have good cloth to clothe men.

3191. Is it not your interest that the men should have proper clothing?—Yes.

3192. If the clothing supplied by the contractors is bad clothing, who suffers from it?—The men of the corps to whom the clothing is supplied.

3193. Your duty is to protect the interests of the men?—My duty is to protect the interests of the men, and to get cloth for the current year.

3194. Do you protect the interests of the men in opposition to the interest of the contractor?—Certainly.

3195. Viscount *Duncan*.] You say you protect the interests of the men. Supposing the men are not satisfied with the decision, in what way do they influence you to satisfy them?—I have the superintending of the clothing of the men. If they are not properly clothed, they are very apt to blame me, as they think that I might have some opportunity of getting them better clothing, as lieutenant quartermaster, and one of the surveying officers.

3196. Could you then be made responsible for any deficiency, or any want of good clothing on their part?—Certainly not, for want of good clothing; I am responsible for all the cloth in my store, and any deficiency there, of course I should have to account for.

3197. Is your interest in any way connected with the result of the clothing?—Certainly not.

3198. Are you one of the examining committee?—I am.

3199. Have you any individual responsibility that does not apply to the other members of the Board?—None; with the exception that I have the supervision of the clothing, and perhaps take more interest in it.

3200. Therefore, when the word interest is used with regard to you, it refers merely to the interest which every officer of the service has in doing his duty?—Of course.

3201. *Chairman*.] Do you attend the Board?—Always.

3202. How long have you been in that position?—I have been in my present position 18 months.

3203. How many meetings of the Board have you attended?—Thirty.

3204. That is all your experience?—That is all my experience in regard to the surveys.

3205. Are you aware that if the storehouses at Depford, where the cloth is placed, should be open on a very damp day, it would make a difference in the weight of the cloth?—My opinion is, that the store at Deptford is damp, and consequently favourable to the contractors.

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3206. Have you yourself ever inspected 20 bales of red or scarlet cloth, and found the colours uniform throughout the whole 20 bales?—Yes; I believe I have.

3207. Sir *Charles Napier*.] If anything happened to the cloth whilst in your store, have the contractors anything to do with it?—They have nothing to do with it when it has once been received.

3208. Lord *Claud Hamilton*.] How long, on an average, is cloth in store after its delivery. and previous to its being inspected?—Some cloths, I believe, are sent in some weeks before, and some cloths are sent in on the morning of inspection.

3209. *Chairman*.] In the report of the committee you make use of the term "deficiency in measure," will you explain that term?—Fifty sergeants' tunics were received by the committee at Deptford on the 28th of April; it was sent to the Woolwich division, and I remarked it in the tailor's shop; I had it measured and I found it was an inch short in width.

3210. What is the width?—I cannot state the amount of the width; but I saw the tailor measure it, and I was convinced that it was an inch short.

3211. Had that gone through the Deptford inspection?—It had gone through the Deptford inspection, and escaped the committee's notice.

3212. Sir *Charles Napier*.] Do not you know the width of the cloth that is supplied, although you have been an inspector for some time?—I did not take notice of the exact widths of the cloth, I merely wanted the cloth measured; but I knew whether it was the usual width or not; I was convinced that it was an inch short in width.

3213. If you were convinced that it was an inch short in width, do not you know what width it ought to be?—I do not remember.

3214. How do you know it was an inch short?—I saw the master tailor with the measure in his hand, and the master tailor measured it in my presence; it ought to be of a certain width, which I forget at present, and it was an inch short of that width. It is not an easy thing to remember every little thing that occurs when the surveys have been so complicated.

3215. Viscount *Duncan*.] Can you supply the Committee with the required width?—Yes, I can.

3216. Lord *Claud Hamilton*.] You stated that an amount of cloth was rejected in consequence of its being damp at the time of rejection; was it ascertained that that dampness had attached to the cloth at the time it came in, or might it have taken place while it had been in store?—There was no rejection for damp cloth that I can remember.

3217. From your knowledge of cloth, and your experience, do you think that it would be possible that a contractor should send in samples of cloth which would be rejected from the fact that the cloth would get deteriorated by dampness in the store?—If I remember right, the thousand privates' trousers were sent in on the 25th of April, on the morning of the inspection, and a note was sent with them, requesting that the trowsers might be examined by the committee that day; I believe those were the trousers that I found damp.

3218. Sir *Charles Napier*.] When that cloth was rejected, was it stated to the contractor, or to any one in his establishment, that it was an inch too short?—The cloth was received; it had escaped the notice of the committee, and it was not till it came to the tailor that the fact was discovered.

3219. Mr. *Corry*.] Was that cloth found defective in weight?—No, had it been, we should not have received it.

3220. Mr. *T. G. Baring*.] (To Mr. *Watling*.) You have heard what Lieutenant Wolrige has stated with respect to the cloth, that was found deficient in width, will you inform the Committee of the circumstances of that case?—The cloth should be eight-quarter cloth, that is 54 inches in width, and it was not more than 53.

3221. When Colonel Stransham gave his evidence before the Committee the other day, he informed the Committee, that on certain occasions, you had repaired damaged articles, although he supposed that it was from a defect in the cloth, and not in the workmanship, that the damage had arisen; will you state to the Committee what expense upon the whole you consider that yourself to have been put to in repairing articles of that description?—About 1*s.* 6*d.*

3222. Have you ever had reason to complain of Colonel Stransham's conduct to you in that respect?—Not in any case.

3223. Is not the making up of the clothing under your superintendence?—It is.

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3224. Consequently you are responsible for the making up?—I am.

3225. Is it possible that a defect in the material may be attributed to the making up?—It may, but when I have made these articles, sometimes I have not an opportunity of examining every job that comes from the army tailors; they may take a long stitch, or burn their thread; and when a man stoops, the trousers may split, and that is how I have consoled myself in putting damages right.

3226. Is it not your interest as a tailor, to have good cloth?—Yes, cloth that will bear the greatest strain, as it is less likely that I should be called forward in that case.

3227. If you have good cloth you are less likely to have complaints of bad workmanship?—Yes.

3228. Sir *Charles Napier*.] If any accident arises from defects of workmanship, are you compelled to make it good; or if not compelled, have you ever been called upon to make it good?—I have.

3229. And have you done it at your own expense?—Yes.

3230. Was that to punish you for your neglect of duty?—No; I thought perhaps I might not have given sufficient stride; it might have been the fault of cut, or a fault of sewing.

3231. Have you often been obliged to do that?—I say that the whole expense it has cost me is about 1*s*. 6*d*. in 18 months or two years.

3232. Lord *Claud Hamilton*.] Colonel Stransham, in his evidence, said, that it was your interest, as a master tailor, to have the best supply you possibly could, for that he, as a field officer, had compelled you to make good, at your own expense, damaged articles; is that the case?—The better the cloth the less likely I am to be called forward. It will sustain greater strain. It will be in my favour the better the cloth is.

3233. He states, that he has compelled you to make good a defect when he has very little doubt that it is the quality of the cloth that is in fault; is that so?—The old pattern of cloth was a very inferior article indeed, and it would not bear much straining.

3234. Viscount *Duncan*.] How do you define the old pattern cloth?—There is a fresh contract entered into lately, and the patterns are superior to our old patterns that we had for the former supply of clothing.

3235. Did I rightly understand you to say, that the patterns, under the new system, were superior to the patterns supplied under the old system?—Yes.

3236. Mr. *T. G. Baring*.] Colonel Stransham also said, in answer to another question, "I thought I had explained that I could not force him" (that is you) "to do that" (that is to replace the articles); "but that he had done so of his own accord, to save himself the trouble of being called before the field officer, to explain why such things had happened. I should call him, and say, 'These trousers have gone, how is it;' and he might say it was by bad workmanship, or that they had split in the seam, or, as I said before, it was from the general inferior quality of the trousering authorised by Government;" was that a correct statement of what occurred upon that occasion?—Yes.

3237. *Chairman*.] (To Lieutenant *Wolrige*.) Messrs. Doland & Co. have delivered goods that have been rejected; will you state what goods were delivered by them, what rejected, and what received?—White cloth was delivered by Messrs. Doland.

3238. Is that at your last inspection?—It was at one of our last inspections; 280 serjeants' white shell jackets; 80 serjeants' white shell jackets, Royal Marine Artillery; 89 bandsmen's jackets; and 89 bandsmen's jackets, Royal Marine Artillery were rejected as being light in weight.

3239. Was that the last supply that you received from Messrs. Doland & Co.?—It was.

3240. Sir *Charles Napier*.] What per centage of that supply was rejected?—We rejected the whole.

3241. *Chairman*.] What were your reasons for rejecting it?—It was light in weight.

3242. Lord *Claud Hamilton*.] Do you remember what deficiency of weight there was?—No; I remember that an average was struck, but I forget the exact deficiency.

3243. Viscount *Duncan*.] Can you furnish the Committee with the figures of that?—I could enter it; but we do not. The entry in the surveys was, "Lighter than it ought to be."

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3244. Lord *Claud Hamilton*.] Have you any document in your possession that would furnish the amount of that deficiency?—I have not.

3245. Is it always reported?—Only the reasons why they are rejected.

3246. But not the amount?—But not the amount.

3247. Viscount *Duncan*.] In that case did the contractor admit the fact of the lightness of the cloth?—There was no contractor present, as far as I remember.

3248. Mr. *Jackson*.] Were they examined in the absence of the contractor's agent?—They were.

3249. Did you find a few that were of greater weight than you were entitled to demand?—We did find a few such.

3250. Did you give credit for those?—We were obliged to reject the whole supply.

3251. Mr. *Philips*.] Do you consider that weight is a test of cloth?—To a certain extent, I think it is.

3252. You say that you rejected this cloth on account of the weight; do you consider weight the chief test of cloth?—It was our duty to reject that cloth on account of weight; or, at least, we considered it our duty to do so.

3253. *Chairman*.] (To Mr. *Watling*.) Is it your practice to take a piece of cloth home out of every supply, and test it in the manner you have described?—They are sent to me from the Officers' Board, into my shop.

3254. Do you take the cloth from Deptford to your own home to test it?—It is sent to me.

3255. What process of testing do you adopt?—I singe the goods and scrape them when they come before me, and examine them with my glass, to see if they are right.

3256. Do you apply any test as regards colour?—I do not apply myself to that, because I consider that any gentleman on the Board can test the colour.

3257. Do you test them by acids?—I do not; I am not a chemical man; I never attend to that.

3258. Is any cloth supplied to the Artillery tested by muriatic acid?—Some of it is tested; but I have no knowledge of the nature of the test.

3259. Was that test ever applied in the presence of any one from Messrs. Hebberts?—I do not know that they were present in such a case.

3260. Has it ever taken place in the presence of any contractors?—There was a test that took place before their representative; or, at least, some pieces were shown to him that had been tested, and he made the remark, "You have been testing this by muriatic acid."

3261. After you have tested a piece of cloth by singeing, or any other process, and have taken it back to Deptford to pass the inspection there, do you make a report?—I am present at the Board when a piece of cloth is produced for inspection; the number is named, and I immediately produce the corresponding number, and I make my remarks if my opinion is asked about it.

3262. If you find a piece of cloth which has undergone your test to be defective, do you report that to the Board when it is assembled, or not?—I do.

3263. Has your decision ever been questioned?—Never.

3264. Sir *Charles Napier*.] (To Lieutenant *Wolrige*.) If there are a hundred jackets short of weight, and a hundred more, more than the weight, do you make the one compromise with the other; or do you reject the whole?—We never reject jackets for weight.

3265. In the case of any rejections for weight, do you allow any sort of average in such a case?—We reject the whole, but those that are a proper weight may be sent in again. We are bound to reject the supply if it is short of weight.

3266. You do not separate the short from the heavy weight, but you reject the whole, and they are at liberty to send the heavy weight in afterwards?—Yes.

3267. Viscount *Duncan*.] Is not it the fact that the specification in the contract is, that the goods are to be of a certain weight, and that if they are deficient in weight as much as an ounce, you are bound to reject them?—That we consider to be our strict duty.

3268. Mr. *Jackson*.] Have you no option with regard to retaining those articles that come within the requisitions of the contract?—Of course they can be sent in again, if the supply is repeated.

3269. If 280 articles were sent in, and one was under weight, would you reject the 280?—If we received 20 or 30 pieces of cloth, and one was slightly under weight,

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we should not be so hard upon the contractors as to reject the whole because one piece was a little under weight; but if that one piece of cloth was a great deal under weight, we should reject the whole.

3270. If there is a supply of cloth, part of which has been rejected because it did not weigh what it ought to, could you reject that and take the other portions?—No, we cannot do that; we feel it our duty to reject the supply.

3271. Are you bound by the rules of the service to reject the whole?—So I understand them.

3272. Mr. *Liddell.*] (To Mr. *Watling.*) You have spoken of certain reports that you have to make to the Board; has it often occurred to you, after the cloth has been delivered to you to make up, and you have examined it by the tests that you have described to the Committee (you have scraped it and singed it), to have to report that the cloth so supplied is bad cloth?—Not very often. It has happened upon this late contract, but I do not remember that it ever did before.

3273. Lord *Claud Hamilton.*] (To Lieutenant *Wolrige.*) If you examine in the way in which you have mentioned, do you state to the contractors that if only one piece is of deficient weight, you will reject the whole?—The weights are marked upon the pieces; they are weighed by us, and if they are found light, we reject them.

3274. If a whole quantity is rejected, can the contractor tell which has met with your approval, and which has not?—He has the opportunity of weighing for himself, and finding out the error. We do not point out the particular pieces to him which are heavy and which are light.

3275. Under those circumstances can anybody blame the contractor who sends in the same goods again?—He knows the weight of the pieces of cloth that he sends in, and if they are not up to the weight, that is his look out.

3276. Supposing six out of eight pieces are equal in weight, and two are deficient; do you return the whole without telling him which are found deficient, and which not?—We leave that for him to weigh them himself; we have nothing more to do with the cloth than to reject it, if it is under weight; and we consider that it is our duty to do so. Should the foreman ask any questions about it, the committee might let him know why it was rejected.

3277. Supposing there were ten pieces of cloth, of which eight were found perfectly good weight, and two were deficient, do you designate to the contractor the eight that are come up to the contract, and do you distinguish those which are not up to the contract?—No, we do not.

3278. Then is any contractor to be blamed if he sends in a rejected article a second time, inasmuch as he may send in a portion of the rejected delivery which has received your sanction?—He has no right to send in pieces of cloth under weight.

3279. In the course of this examination, some blame was thrown upon certain parties because they had sent in an article a second time; do you think that you have a right to blame a contractor for sending in an article a second time which has already received your approbation?—Certainly not.

3280. Is not that the system that you say is carried on by your committee?—I do not exactly see the purport of the question.

3281. Viscount *Duncan.*] Does each contractor attach to the piece of cloth which he sends in to you the weight which that piece of cloth ought to weigh?—The former contractor did; the present one attaches to each piece the length, which gives the weight, as the pattern is stated to weigh so much per yard.

3282. And therefore you would only reject such pieces of cloth as did not tally with the weight attached to them?—We should only reject those; but we are bound to reject the whole supply on account of certain pieces not having proper weight.

3283. Lord *Claud Hamilton.*] Do you reject the whole in that case?—We are obliged to reject the whole; we feel bound to reject the whole on account of the supply not being up to the weight.

3284. Virtually, you reject the whole?—Virtually, we reject the whole.

3285. You reject the whole, good weight and bad weight, and you do not distinguish in that rejection to the contractor which are deficient and which are not?—We do not; perhaps there may be no contractor's agent there at all; there frequently is not.

3286. Sir *Charles Napier.*] If you had a large supply, and if one piece of cloth was

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was short in weight, should you reject the whole?—Should the supply be short in weight, or a portion of the supply, we are bound to reject the whole.

3287. Have you instructions from the Government that, in the event of one bale of cloth out of 10 being short weight, you are to reject the whole ten?—We have.

3288. Lord *Claud Hamilton.*] Have you written instructions?—We have a letter, I forget the date of it, which leads us to believe that.

3289. Can you put that letter in?—I cannot; it is at Deptford.

3290. Who will be able to produce that letter?—The foreman of the stores at Deptford have it; I has seen the letter; I forget the exact wording of it; but it gives us to understand that we are bound to reject the whole store if partly short weight. It is the committee's impression, that if the cloth is short weight we are bound to reject it.

3291. Sir *Charles Napier.*] If you have ten pieces of cloth, and you weighed nine of them, and they were equal to the pattern, but one was short weight, you do not take out the one and throw it on one side, but you tell the contractor to take the whole away?—That is our duty.

3292. You say that you are instructed to do so by the Government?—We are.

3293. *Chairman.*] Have you printed instructions to guide you as a committee of inspection of clothing?—No, we have not; we have the contract.

3294. You have no printed instructions to guide your committee as to their duties?—I know of none.

3295. Can you tell the Committee the date of the letter which you speak of?—I cannot.

3296. About what time was it written?—It is a letter received within the last three or four months. I think it was about a particular rejection.

3297. Lord *Claud Hamilton.*] From what authority did that letter emanate?—I believe it came from the Marine Office.

3298. Is that the authority under which you act?—No, it is not the only authority; it was with regard to a particular supply which this letter alluded to.

3299. Mr. *Liddell.*] We have just heard from the master tailor that he has never had so much reason to complain of any cloth as of that which has lately been furnished by Messrs. Hebbert & Co. Before that cloth was given to him to be made up, had it not been weighed?—It was weighed at Deptford.

3300. And was it found to come up to the weight?—It was passed by the Committee of Inspecting Officers at Deptford, and was supposed to be perfectly equal to the pattern in weight and everything else.

3301. And yet when the tailor came to subject it to his test of scraping and singeing, he found that he had more reason to complain of it than of any cloth which he had had before?—(Mr. *Watling.*) There was more difficulty in passing it.

3302. (To Lieutenant *Wolrige.*) Does not that rather tend to show that the test which this cloth passes through is not sufficient to prove whether the quality is good or not?—That referred to the weight alone; it is a great point. The cloth is supposed to be up to the weight, and if it is not, we are supposed to reject it. All the cloth ought to be weighed.

3303. The inference that one would draw from that would be, that the test applied is by no means sufficient to show whether the cloth is good or not. Is not that a fair inference to draw?—I fear not.

3304. And does not it therefore show that the decision passed by the Board, unless it be subjected also to a professional opinion, would be worth very little?—With regard to cloth, as to weight, we certainly should feel that we were not doing our duty if we received it; if it is short weight, we are bound to reject it, and we do reject it.

3305. We have had a good deal of evidence to show that the opinion of Boards of Officers is a trustworthy opinion. Does not it follow from the evidence we have heard from the master tailor that, unless his opinion be objected to, the opinion of the Board would be worth very little?—It is not so.

3306. Viscount *Duncan.*] You do not adopt the test of weight as the only test of the cloth?—Certainly not.

3307. Do not you adopt other tests besides?—Yes.

3308. What other tests do you adopt?—We examine it by the light; we feel the cloth, and we examine it minutely, and we judge of it to the best of our ability.

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3309. The Committee is not to understand you to say that if in the first instance the weight of the cloth is found deficient, you then reject it?—No; we go through a course of examination with regard to the quality and everything else, and, generally speaking, the weighing is the last process. We examine the quality, generally speaking, first, and weigh them afterwards.

3310. If the cloth is found to answer all the other tests, would you reject it upon its being deficient in weight alone?—We should feel it our duty to do so.

3311. Sir *Charles Napier*.] Have you ever read the Victualling-yard instructions?—No, I have not.

3312. Do not you think it your duty before you go to examine the cloth, to read the instructions under which you are to act?—I never had any Victualling-yard instructions pointed out to me.

3313. Now, I will read the article to you: "The said committee are authorised to assemble at Deptford Victualling-yard on the second Tuesday of each month, for the purpose of inspecting such articles as may have been delivered into store in the course of the preceding month; and they have been instructed to take care that none of the said articles are passed by them which are not equal to the sealed patterns, as well in quality and workmanship as in every other respect." Do you conceive that under these instructions, if ten bales of cloth are subjected to your inspection, and you find nine of them perfectly equal in weight, and everything else in pattern, and one of them not equal in weight, you have a right to reject ten of them, instead of rejecting only one?—We have no right to use our discretion; there is nothing positive about it in these instructions.

3314. The instructions further go on to say, "A report of the proceedings of the committee, containing an account of the articles inspected, approved, and passed, will be made out by them in duplicate, one copy of which they are instructed to transmit to us, for the information of the Comptroller of Victualling, and the other will be delivered to the Captain Superintendent, who will direct you to take on charge the several articles which may have been approved of, and you are to cause certificates accordingly to be granted to the contractors, to enable them to receive payment in conformity to the terms of their contracts, noting thereon any fines or penalties to which the parties may be liable, as directed in the 24th article of your instructions." Now, it appears that you have attended this committee no less than 30 times, and you are actually not aware of the instructions under which you have acted?—I have acted up to those instructions. Those instructions were never pointed out to me; I inquired at the time what my instructions were, and I have acted up to those instructions. Reports are made up in my office, after I get to the Marine Barracks.

3315. Does not this book contain your instructions?—I have never seen the book.

3316. Mr. *Liddell*.] When you first joined the Board, did not your superior officer direct your attention to the rules under which the committee were to act?—I never remember seeing a book of that sort at all; I did not know of those printed instructions.

3317. Did not you ever hear any mention made of the book before?—No; I think not.

3318. Sir *Charles Napier*.] You spoke of a letter of instructions; have you seen that letter?—I have seen the letter.

3319. Can you produce it?—I can get it; it can be obtained at Deptford.

3320. Mr. *T. G. Baring*.] Is that a copy of the letter you received (*a paper being shown to the Witness*)?—That is a copy of the letter we received.

3321. Will you read that letter?—"Admiralty, 17th December 1856. I have at the same time to acquaint you that the Deputy Adjutant-general of Royal Marines has been requested to instruct the Committee of Inspecting Officers that, in the event of articles being tendered for delivery by the contractors, and found unfit, they should in future, in accordance with the conditions of contract, at once reject such articles, and in all cases communicate officially the result of the examination at the monthly Boards immediately to the Deptford officers, in order that the necessary steps may be taken with the contractors."

3322. Do you consider that that letter contained full instructions to you as a member of the Committee of Officers?—No. I conclude from that letter that if the articles are found not equal in weight to the pattern, I should be bound to reject them as being unfit.

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3323. Have you the contract for your information?—I have; I have read over the contract.

3324. Were you fully aware, as a member of that committee, what your duty was?—I believe I was.

3325. What was your duty?—To examine the articles placed before us for our inspection, and minutely and carefully to compare them with the sealed pattern, and to give my opinion conscientiously as to the fitness of them.

3326. Mr. *Liddell*.] How were you made aware of what your duty was?—On my first going to Deptford I naturally asked what it was, and I was given to understand that that was my duty.

3327. Mr. *Jackson*.] Looking to the letter which has been produced, do you consider that it contained authority for you to reject the whole of a parcel of goods, in the event of 90 per cent. of them being according to the contract, and 10 per cent. not being so?—I do.

3328. Will you point out that part of the letter which, in your opinion, authorises you to take that view?—"The Deputy Adjutant-general of Royal Marines has been requested to instruct the committee of inspecting officers, that in the event of articles being tendered for delivery by the contractors, and found unfit, they should in future, in accordance with the conditions of contract, at once reject such articles."

3329. Do you mean to tell the Committee that articles that are in compliance with the contract, are unfit for the service?—The supply is unfit for the service.

3330. Mr. *T. G. Baring*.] You told the Committee just now what you considered to be your duty; will you repeat that statement?—I considered my duty to be to examine the articles, and to give my opinion conscientiously whether they are equal to the pattern in every way, and fit to be received, or whether they are not equal to the pattern, and ought to be rejected.

3331. Do you consider that, under the letter which you have just read, you have not any discretion to receive articles which are not equal to the sealed pattern in quality, &c., or equal to the weight specified under the contract?—I do.

3332-3. I have the contract here, and I find "that the cloths are to be of the weights per yard of 36 inches specified on the cards attached to the patterns." Do you consider that having these instructions, and that being part of the contract, you are bound as inspector not to accept cloth that is under the weight specified on that card?—Certainly.

3334. Will you refer to the examinations of Messrs. Hebbert's goods again; take the examination of the 13th of February last?—I have it.

3335. Will you look to the rejections of the 13th of February?—I have them.

3336. Will you be good enough to read to the Committee all the rejections in which the word weight is mentioned, beginning from the beginning of the rejections?—"Three hundred pairs of serjeants' stockings rejected, not proper weight; 920 privates' tunics rejected, not equal to pattern in quality or colour, and one-third of the pieces under weight; 2,000 privates' drill jackets, Divisional; 1,000 privates' drill jackets, Royal Marine Artillery, rejected, not equal to pattern in weight or quality; 1,000 serjeants' tunics, Divisional, rejected, not equal to pattern in colour or weight; $14\frac{6}{36}$ yards of privates' artillery blue cloth rejected, not equal to pattern in quality or weight; 89 bandsmen's tunics, 89 bandsmen's shell jackets, rejected, not equal in quality, and every piece light in weight; 30 privates' blue jackets (boatmen), 30 privates' blue trousers (boatmen), rejected, not equal in weight or quality."

3337. Will you refer to the next inspection of the 16th of March, and read anything there which is rejected for want of weight?—"Twenty pairs of serjeants' stockings rejected, light in weight."

3338. Will you refer now to the report of April 25th, and will you state whether any part of the materials delivered by Messrs. Hebbert, and rejected upon that occasion, were rejected for want of weight?—No, I do not see any.

3339. Will you refer to the inspection of the 9th of June; was there anything rejected then for want of weight?—There were "80 white shell jackets, 80 serjeants' white shell jackets, 89 bandsmen's white shell jackets, rejected, light in weight."

3340. On reference to all these articles which were rejected, in which weight was an element in the rejection, is not it the case, that no articles supplied by Messrs. Hebbert, with the exception of two deliveries of serjeants' stockings, were rejected simply for deficiency of weight?—I believe that to be the case.

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3341. That being the case, as far as Messrs. Hebbert were concerned, they would have no excuse for bringing before the committee articles which had before been rejected, since the articles have been rejected not only on account of weight but on account of other circumstances?—They would not.

3342. Was the contract with Messrs. Hebbert sent to you at Deptford?—No. The contract which I read on first going to Deptford was not Messrs. Hebbert's contract, it was a contract with another person similar in terms to Messrs. Hebbert's contract.

3343. In the terms of the contract for clothing the Marines, is it specified that the cloth shall be of a certain weight?—It is.

3344. Is it specified that the weights shall be attached to the sealed patterns seen by the contractors?—It is.

3345. Are not the contractors perfectly aware of the weight which their cloth per yard should weigh?—They are.

3346. With respect to the duty of the committee of inspection, will you explain to this Committee what you mean by saying, that if 10 bales are up to the weight, and one is inferior to the weight, you have to reject the whole delivery?—I mean to say that we are not permitted to allow cloth to be withdrawn; therefore, should a portion of a supply not be equal to the pattern in weight, we should be authorised to reject the whole.

3347. Would not the contractor have full power before he sends it in of weighing it, and also full knowledge of the weight which he considered it to be?—He would.

3348. There was no objection to his entering the same cloth again, making up the deficiency of weight, supposing that there was no other objection with respect to it but weight alone?—Certainly not.

3349. Sir *Charles Napier*.] Is the course which has been followed during the 30 times that you have attended the committee of inspection to reject the whole when a part was short of weight?—It is.

3350. Is that the course which the committee have followed since you have been on it?—I do not know of an exception to it.

3351. That being the case, does not it follow that you do not comply with the instructions, which direct you to give a "report of the proceedings of the committee, containing an account of the articles inspected, approved, and rejected," inasmuch as if you reject the whole of a delivery because a portion of it is disapproved, whilst the majority of it is approved, you do not give any return of the portion of which you have approved?—With regard to the book to which the question refers, I beg to state that I believe it contains instructions for the officers of the Deptford Victualling-yard, and not for the Committee of Officers, for surveying the clothing; and I never had an opportunity of seeing that book. My duty is to make out the reports of all the things examined by the committee. These books, from which I have quoted to-day, are made out under my superintendence. If a supply is brought forward, and a portion of that supply is not up to the weight, the whole supply is entered as being rejected, not being up to the weight.

3352. And the only authority by which you act upon that principle, is the letter which you have read to us?—The letter which I have read, and the contract which I read on my first going to Deptford. I consider that the contract contains my instructions, together with a letter from the Marine Office.

3353. What contract do you refer to?—The printed contract, which contains certain rules.

3354. Do you consider that the instructions given to you to reject such articles as are unfit for the service, justify you in rejecting 90 per cent. of articles which are fit for the service?—As I said before, I consider that if a portion of the supply is not up to the weight, it is my duty to reject the whole supply.

3355. When you speak of your duty, do you mean your duty as one of the committee?—Yes.

3356. Does the same principle actuate the rest of the committee?—I believe so.

3357. You have attended the committee 30 times; is it practically the case that they act upon that principle?—It is the case, that if a portion of the supply is light in weight, the committee consider it their duty to reject the supply.

3358. Sir *Charles Napier*.] You have no knowledge of the book to which I refer,

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I refer, at all?—I have no knowledge of the book at all. I have had no opportunity of seeing it.

3359. Mr. *Jackson*.] May I ask you whether you take the contract between the contractors and the Government, or whether you take the instructions laid down by the Admiralty for your guide?—I consider that the contract contains instructions sufficient for the guidance of the officers at Deptford in examining the cloth.

3360. You have certain instructions laid before you, as one of the committee, to guide you in your course of proceedings; do you follow those instructions, or do you not?—I have seen no written instructions relative to the committee at Deptford.

3361. Have you nothing in the way of instructions from the Government to guide you in your course of proceedings, except the contract with the Government?—I have the contract and the Marine Office letter for my guide.

3362. Is that all you have?—That is all I have seen.

3363. Therefore, in the absence of the contract, you have nothing to guide either you or your colleagues as to the course that you are to pursue, with regard to the contracts that you receive for all the goods that may be supplied to the Government for the use of the navy and army?—Nothing.

3364. Lord *Claud Hamilton*.] Will you read to the Committee that portion of the contract which in your opinion justifies you in adopting the course you have described?—"All the articles to be conformable in every respect, and nowise inferior, to the patterns, and to be such as shall be approved of by the proper surveying officer or receiving officers, and in every respect fit for Her Majesty's service; otherwise, such officers may reject the same."

3365. Sir *Charles Napier*.] Do you consider that that justifies you in rejecting what is good as well as what is bad?—Certainly it justifies me in rejecting the whole supply, if I find that it is not up to the weight.

3366. Lord *Claud Hamilton*.] Should you do so?—I should do so.

3367. Mr. *Liddell*.] That is the general practice of the Board?—Yes.

3368. *Chairman*.] I observe that, upon the 25th April 1857, you had a committee of inspection?—We had.

3369. In the report of that inspection I find this entry: "Clothing made up, 1,000 tunics (privates), rejected; workmanship good, cloth and linings inferior to pattern." If it had happened that 700 of those privates' tunics were good, and equal to the pattern, and only 300 bad, would you have rejected the whole supply?—Certainly; it would be a mixed supply.

3370. Do all the supplies to the Marines of every kind come under your inspection?—They do, as one of the committee.

3371. Do not they inspect a great number of articles for the Barrack Department, including bedding, blankets, and all barrack stores, and also great coats, accoutrements, and necessaries for the Marines?—They do.

3372. How many articles would that comprise?—There are a great many.

3373. They are very numerous?—They are.

3374. Is it not the fact that you have only twelve inspections in a year to get through all those supplies?—We have had a great many more than that lately.

3375. Lord *Claud Hamilton*.] In Question 2670, I asked Colonel Stransham this question, "At the inspection do you examine each article carefully?" and his answer was, "That is impossible, because they amount to some thousands in number." Now, I ask you the same question; do you examine each article at the inspection?—It would be impossible to examine every article. It would take a very long time.

3376. Do you reject articles without examination, and receive articles without examination?—To a certain extent. Out of 100,000 hooks we should take out a handful and look at them; it is not likely that the others would be inferior to them.

3377. Then you both reject and pass articles without examination?—To a certain extent.

3378. What appeal is there against your decision?—The contractors may, as they have done in this case, complain to the authorities.

3379. What is the regular way of lodging an appeal against your decision?—I know nothing about that.

3380. You do not know of any?—I know nothing about that at all.

3381. You seem to intimate that there was fraud upon the part of the contractor if he sent in coats of a different pattern; do you mean the Committee

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to understand that the contractor, in sending in those parcels of cloth himself, puts the weight upon them?—I do not know who puts the weight upon them.

3382. When the cloth comes before the committee, and there is a card stating the weight upon it; do you ever ask whether that was put on by the contractor, or by one of the officers of the yard?—It is put on by one of the firm who sends the cloth in.

3383. Are you sure that it is not put on by some of the men who have weighed it in the yard?—They put on a corresponding number. I presume that the contractor or his foreman first of all weighs the cloth before he sends it in, and that then when it comes in for our inspection the foreman may, and of course does, weigh the several pieces of cloth, and he put on his own weight, corresponding with that of the firm; and we also have them weighed in our presence, to see that the weights agree.

3384. When the cloth comes before you you find on it the card stating that the weight which the contractor represents it to be, and another card representing the weight ascertained by one of the officers of the yard?—The piece of cloth has the weight stated upon it. The sample of that piece of cloth cut out by the foreman has the weight of the cloth attached to it also.

3385. Are there two cards?—Not on the piece of cloth.

3386. Then do you know that the card on the cloth represents the statement of the contractor?—I do.

3387. Sir *Charles Napier*.] Are you aware that at Weedon they follow a different course from what you do?—I know nothing about Weedon.

3388. It appears that at Weedon Messrs. Hebbert & Company supplied 12,180 yards of cloth, of which 12,041 were allowed and 130 rejected; if that cloth had come before you, would you, in consequence of the 130 yards being inferior, have rejected the whole?—We should have felt it our duty to reject it.

3389. Might there not easily be 130 yards of bad out of 12,041?—Certainly.

3390. Viscount *Duncan*.] Does that answer that you have given apply to cloth in the piece, or to made-up articles?—To cloth in the piece.

3391. Not to the made-up article?—Not to the made-up article; articles that are made up cannot be weighed; we have no means of weighing them when they come for inspection.

3392. As far as you know, does the quality of different pieces of the same cloth correspond with those in the same piece; are they of the same quality?—They are all supposed to be of the same quality equal to pattern.

3393. The whole cloth in each piece of cloth is supposed to be of the same quality as the pattern?—Yes.

3394. And therefore your answer with regard to rejection, applies only to cloth in the piece, not to made-up articles?—Decidedly so.

3395. Mr. *T. G. Baring*.] With respect to an answer that you have given to a member of this Committee, to the effect that you would reject, in certain cases, if the goods supplied were bad, does that apply to one particular order, or generally to the bulk of the articles you examine?—It applies to particular supplies.

3396. Taking some of the orders that were made under this contract, the materials for making 1,000 privates' trousers; that was one delivery?—Yes.

3397. Do you mean to say that you would not be authorised, under what you conceive to be your duty, to divide that delivery, and to take some and reject the rest?—Decidedly not.

3398. You would be obliged either to receive the whole or reject the whole?—Yes.

3399. Is that what you mean when you say that you have to reject what is good as well as what is bad?—Yes.

3400. With respect to another question; when you said that you passed articles sometimes without examination, will you state what you alluded to?—I alluded to articles such as hooks; the articles are so numerous that the committee found that it would take more time than they can possibly spare from attending to their other duties to examine them separately.

3401. What you say does not refer to cloth?—Certainly not.

3402. It refers to the articles of which you take samples?—To small articles, such as hooks, and things of that kind.

3403. You think it perfectly satisfactory to take a certain number of a supply and examine them?—Yes.

3404. Supposing 1,000 coats came in, would you think it sufficient to look at a sample

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sample of those coats?—We should look at samples from different parts of the supply, perhaps half-a-dozen from the top, 20 from the centre, and 30 from the bottom.

3405. Would you judge by those samples?—We should judge by those samples.

3406. Lord *Claud Hamilton*.] And according to your decision on those selected ones you reject or take the whole?—If we had found the coats not equal to the pattern we should be more minute, and take a greater portion of them for examination.

3407. If they were satisfactory would you pass the whole without further examination?—Yes, without further examination.

3408. Therefore it is only as applied to hooks, and also to made-up clothing, that you do not examine each article, but you accept or reject a number without examination?—The articles are so numerous that I think we could not perform our duty if we were to examine every coat, every piece of cloth, and every hook and so on.

3409. According to that system you could not examine them?—According to that system we could not examine them.

3410. Therefore might it not happen, that having fallen upon three or four very good coats, the general mass might be bad ones?—We certainly should not be content with three or four; we are very particular; take perhaps 30 or 40.

3411. Mr. *Liddell*.] You are referring to made-up clothing; do not you make up your own clothing?—We do not make up all our own clothing; made-up clothing is sent in for service abroad.

3412. Mr. *T. G. Baring*.] Made-up clothing is sent abroad?—Yes.

3413. Mr. *Jackson*.] Is not it just possible that if you examine 200 jackets out of 1,000 taken indiscriminately from the bottom, the top, or the centre, that the other 800 might be bad?—It might be, but I never knew a case of that sort happen.

3414. If they are for the service afloat, and therefore go from under your observation, how can you tell whether the 800 were good or bad?—I was alluding to several things, not merely to coats; we may see the coats after we have passed them; I may see them in my barracks; I may demand some clothing, and in that case, a portion of them would come to my stores; but they might be sent abroad without my seeing them at all.

3415. If you examine 200 out of 1,000, and 800 are sent on service abroad, is not it just possible that for want of proper examination on the part of the department the 800 suits of clothes might be bad though the 200 were good?—It is very unlikely; it might happen; it is just possible.

3416. Then the Committee must understand most distinctly, that when 1,000 suits of clothes, whether they are soldiers' or sailors' clothes, are sent to you, not more upon the average than 200 suits of clothes are examined by the Committee?—With the duties that we have to perform it is impossible that we should examine the whole.

3417. Do not the instructions given to you as a committee make it imperative upon you to examine the whole of the clothing that is sent out?—Certainly not; I consider that it would be impossible.

3418. Do you consider that you are complying with the terms and the conditions of the contract entered into between the Government and the contractor, inasmuch as it is stated that the contractor shal lcomply in every respect with all the conditions contained in the contract?—I consider that our not examining everything would be rather favourable to the contractor.

3419. Do you think the Committee are doing justice to the public, who are to pay for them, in suffering 800 out of 1,000 to go unexamined?—Certainly it may not be considered quite just on our part; but I maintain that I have done my duty to the best of my ability by examining what I have done.

3420. Then it follows, as a matter of course, that 80 per cent. out of 100 undergoes no examination; and if the contractor thinks that 80 per cent. out of 100 undergoes no examination, is not it a premium to him to run the risk of sending in coats which may or may not pass?—I do not think it ever went to the extent of 80 per cent. out of 100.

3421. But the whole are not examined?—The whole are not examined.

3422. Instructions are given by the Government for the express purpose of making the examination, and yet the examination never takes place?—They are

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not all examined. I never knew such a case as 80 per cent. of a certain supply not being examined.

3423. But you have most distinctly stated to the Committee that the greater portion of 1,000 suits of clothes are not examined; but that you take samples from the top and the bottom and the centre, and if you find the top, the bottom and the centre are up to the pattern, and up to the specification of the cloth, you assume that the rest are also good?—That is the fact.

3424. Then does it not follow as a matter of course that all the goods that are contracted for and delivered to the Government department do not undergo that examination which it is laid down strictly by the Government that they should go through?—They are not all examined.

3425. *Chairman.*] Do you know any instance, during the time you have been a member of the Board, of clothing that has been sent out to the colonies being returned to you?—I never heard of a complaint, nor an instance, of a suit of clothes being returned.

3426. Mr. *Liddell.*] In reference to the clothing furnished to the soldiers and sailors afloat, is the cloth first of all contracted for and supplied and examined by you, and then sent and made up by the contractor afterwards, or do you contract for the whole thing made up in the first instance?—The cloth is not received or examined by us.

3427. Is not the supply of clothing to men afloat totally distinct from the ordinary supply in the examination which you have described to us?—To the best of my knowledge it is. I never knew the cloth to be examined.

3428. Viscount *Duncan.*] When you state to this Committee that the whole clothing is examined, do you wish to convey the impression that you examine samples here and there, and satisfy yourself as to the general nature of the quality of the clothing from them?—Precisely so. We do not make a report that the whole of the articles are examined. The form of the report is, as will be seen from the book: "The committee have in consequence examined the under-mentioned articles most minutely and carefully, namely," so and so, "and do approve thereof, with the following exceptions." That is the form of the report.

3429. As far as I understand you, you do examine those articles minutely and carefully in every instance, previously to rejecting or approving of them?—Yes.

3430. Sir *Charles Napier.*] Is the report made to the Admiralty?—It goes to the Comptroller of Victualling and to the Captain Superintendent of the Deptford Yard.

3431. *Chairman.*] Has a captain of Marines afloat in the Mediterranean, to whom you send 100 suits of clothes to clothe the company under his command, the power of making his complaint and sending the clothing home, if it is bad?—No, unless the clothing should have been injured on board ship; in that case he would have the power of surveying it.

3432. Has a captain of a vessel the power of writing to the Admiralty and saying, "100 suits of clothes have been sent to my Marines, and I disapprove of them in quality"?—I have never been a captain of Marines.

3433. Viscount *Duncan.*] You complain to the Committee that the irregularity of the supply of Messrs. Hebbert's contract has caused inconvenience to the public service; is the contract for Marine clothing for 1857 the first contract which Messrs. Hebbert have undertaken since you have inspected the articles?—Since I have inspected the articles it is their first contract.

3434. Were the articles furnished by Messrs. Hebbert subjected to a more severe test than usual?—Certainly not.

3435. Were Messrs. Hebbert, in your opinion, more harshly dealt with than other contractors have been upon former occasions?—They were rather more leniently treated.

3436. Lord *Claud Hamilton.*] Do you consider the duty of sitting upon this Board a very responsible and important duty?—I do.

3437. I understood you to say that it would be impossible to examine each article without neglecting your regimental duty; what do you mean by that?—I mean to say, that if I had to count 5,000 coats nearly three times a week, I could not attend to my duty.

3438. Why do you mention hooks?—It frequently happens that a quantity of hooks come in (and there are many other things I might name); if I were to examine them all, and report upon each article separately, it would not be possible for me to sit upon the committee and to perform my regimental duties at headquarters.

3439. *Chairman.*]

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3439. *Chairman.*] Are not you Lieutenant-Quartermaster of Marines?—I am.

3440. Have you any regimental duty to perform?—I have various duties to perform.

3441. Have you duties upon parade?—I may have duties upon parade, but I have very little to do there.

3442. You mean by regimental duty the duties of your own office?—Yes.

3443. Lord *Clarence Paget.*] Supposing any shakoes that were sent out to the seat of war, on the inspection, when they were going to be sent to the men, were not found good, and were condemned by the senior officer of Marines, on their return, would they come back to your store?—I should have nothing to do with them after they left my store.

3444. Do you know of any case of clothing being returned into your stores after being supplied to Her Majesty's army?—I do not. The clothing supplied to the Royal Marines afloat is very little. I know of no complaint, and no instance where any of the clothing has been returned.

3445. You know of no case of clothing which had been passed by the Board, and supplied to the army, having afterwards been returned as not being in a proper state?—Certainly not.

3446. Lord *Claud Hamilton.*] (To Mr. *Watling.*) Do you examine the clothing before it is submitted to the inspection of the Board?—I do. I often get into the committee-room before the committee are there, to look about.

3447. Is it part of your duty to examine every article?—Every piece of cloth goes through my hands.

3448. Do you examine every made-up coat?—No.

3449. Do you report to the Board the result of your inspection, such as you have made?—Frequently I do.

3450. Are you occasionally or always required to give your opinion?—I am generally asked for an opinion.

3451. Do you ever remember an instance in which your opinion was rejected?—No, I do not know that I do.

3452. Therefore, practically your decision and that of the committee always agree?—I am not responsible at all for the decision of the committee.

3453. Practically, is not the decision of the committee always the same as yours?—Yes.

3454. Therefore, if you were to recommend a thing to be rejected, would not it be rejected?—It would rest with the committee whether they thought my opinion right.

3455. In your experience, do you ever remember a case of an article which you recommended to be rejected being retained?—No, I do not.

3456. Do you ever remember an article that you recommended to be passed being rejected?—No, I do not.

3457. Therefore, in fact, has not your opinion some influence with the committee?—My opinion has some influence with the committee.

3458. Viscount *Duncan.*] Is the Committee to understand that your opinion guides the committee?—No; if they doubt of any particular article, they occasionally ask me my opinion of it, and I give it to the best of my endeavour whether it is equal to the pattern, or whether the workmanship is equal to the sealed pattern.

3459. Lord *Claud Hamilton.*] At that time, do you know from what contractor the article has come?—I know it always.

3460. Mr. *Corry.*] Are you yourself present at the committee?—I have been seven years attending the Board, and I have always been present.

3461. Lord *Claud Hamilton.*] Had you any peculiar interest in the rejection or passing of those goods of Messrs. Hebbert's, to which reference has been made?—It would tend to my interest to have passed those goods; they have kept me standing idle for three weeks.

3462. You had no direct pecuniary interest?—No, I had not.

3463. Do you allow any of the contractors to see you before the examination?—No, I do not; there have been instances when I have. Now, even with Messrs. Hebbert, with regard to their made-up clothing, they brought me down a supply of the clothes to look at, to see whether I thought they were equal for workmanship, and I pointed out a defect at the shoulder-strap. I said, "You must make them exactly to the pattern, or else they will not pass;" and then they paid me another visit, and I said, "They were all right as far as workmanship went."

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3464. Mr. *T. G. Baring*.] With respect to the opinion which you give upon the clothing at the Board, do you consider that you are the party who is responsible for the rejection or acceptance of the clothing or not?—No, I do not consider I am responsible at all.

3465. Will you explain to the Committee what has taken place with respect to your opinion being given?—The committee, perhaps, ask my opinion, and I give it to the best of my judgment; if I think the article is inferior, or equal to the pattern, I give it according to my judgment.

3466. Is your opinion always asked before any one else expresses an opinion?—I do not know that.

3467. You would give an opinion according to the best of your judgment?—I should.

3468. Mr. *Jackson*.] Have you had anything to do with the manufacture of cloth?—I have cut up a good deal.

3469. Is your knowledge of cloth simply derived from having cut it up?—Yes, and from passing cloth, and having to do with cloth for many years; I have made up many thousand yards.

3470. Would you put your opinion against that of the manufacturer of the cloth?—If I go into a tailor's shop to purchase an article I have sufficient knowledge to know if I get the value of my money.

3471. You think you have?—I do.

3472. Then where did you obtain your experience from?—From having so much to do generally with it I can tell, the moment I put my shears into the cloth, whether it is good or bad.

3473. Still your experience has only been gained by cutting up cloth, and sewing it?—Yes.

3474. Lord *Claud Hamilton*.] You are able to judge of cloth?—I fancy I am.

Charles Bischoff, Esq., further Examined.

C. Bischoff, Esq.

3475. *Chairman*.] CAN you furnish the Committee with a piece of the privates' cloth furnished by you that was rejected on February the 13th?—I have here in the room with me the pattern; but these pieces of cloth having been rejected, we have been trying to convert them to other purposes; but we have patterns of it; I have them here in the room.

3476. Have you a pattern of what is called the staff cloth, which was rejected on the 13th of February?—No, I have not.

3477. Can you get it?—I will explain with regard to the staff serjeants' at once; I do not think I could get the pattern now of the piece of cloth that was rejected on the 13th of February.

3478. Have you a pattern of the staff cloth that was received on the 16th of March?—No; I cannot give a pattern of that.

3479. With regard to all of those patterns that you have not in your possession and cannot get, have you disposed of the cloth?—The whole of the staff's scarlet cloth did not amount to one piece. It was bought by us at a shop in London, thinking that it was near the pattern, and that it would do; it was sent to Deptford, and rejected on the 13th of February. We went to the same shop, and bought another piece, and it was passed on the 16th of March.

3480. Mr. *T. G. Baring*.] Will you put in at once the pattern of the privates' tunics that were rejected?—Perhaps the Committee will allow my foreman, who has charge of the patterns, to put them in—[*The same were produced by Mr. James Biden, and handed in to the Committee*].

3481. Sir *Charles Napier*.] Are you prepared to give any evidence as to this cloth that is put in?—I am.

3482. Viscount *Duncan*.] Are these that you have handed in pieces of the same cloth, and in the same state as those which you sent in at the time?—Yes; I am prepared to prove that, by the evidence of my clerk.

Colonel *Stransham*, further Examined.

Col. *Stransham*.

3483. Sir *Charles Napier*.] HAVE you ever seen this book containing instructions for Her Majesty's Victualling-yard?—Never, until to-day.

3484. On what instructions do you act when you examine clothing?—On Instructions dated 9th June 1833.

3485. Have

3485. Have you got them with you?—Unfortunately I brought them every day, but not to-day, but they are contained in the original Survey Book, 1st volume. I apprehend that they will be found to be substantially the same as those which I heard read a few moments ago. My recollection serves me sufficiently to say that they cannot differ in any important point from those. Colonel *Stransham.* 3 July 1857.

3486. Are the instructions you are alluding to printed?—They are not. They were communicated through the Royal Marine Office; and I have it very clearly in my mind that they emanate from a superior authority; because that office passed them on in the usual course by what I should term a covering letter.

3487. Now, I will read this first article: "The said committee" (alluding to your committee) "are authorised to assemble at Deptford Victualling Yard on the second Tuesday of each month, for the purpose of inspecting such articles as may have been delivered into store in the course of the preceding month, and they have been instructed to take care that none of the said articles are passed by them which are not equal to the sealed patterns, as well in quality and workmanship as in every other respect." Those are your instructions?—I am only now going by recollection. My impression is that they are as near as possible word for word the same; but I could not charge my memory to that.

3488. Do you obey those instructions rightly?—As far as it is practicable.

3489. If ten bales of cloth are sent in for the inspection of your committee, and you find nine out of those bales of cloth agreeable to the pattern in every respect, and one bale of cloth not agreeable to the pattern, would you reject the whole in consequence of that one?—Under present instructions I should say "Yes;" because we are permitted no departure from the important service of receiving all things equal to pattern and in nowise inferior.

3490. If there were nine of those bales perfectly good in every respect, and one inferior, would you reject the whole in consequence of that one?—I am not permitted to make a selection of the contractors' goods, and say whether they are equal to pattern or not; the whole supply is to be the same, and if I find one bale is bad, according to the present system I reject the whole.

3491. How do you reconcile that with the instructions I have read to you. Under those instructions how can you reject nine articles that are perfectly right and perfectly good?—Because the power of selection is not with us now. It has been withdrawn by that letter which was read a short time ago.—(*The Letter of Instructions was read*).

3492. Do those instructions authorise you to reject what is good?—We have no selection at all at the present moment.

3493. Is the interpretation that you and your Board put upon those instructions to the effect that, one bale being bad, you put away the good nine?—I apprehend that is so.

3494. That is your interpretation of the present order?—Yes.

3495. Lord *Claud Hamilton.*] Is that the instruction by which you say that the power which you formerly enjoyed of selection was withdrawn?—After that, I considered that the power that we had of allowing contractors to withdraw their goods, or to make a selection of the faulty articles, has been taken from us by the late instructions.

3496. When you speak of the late instructions, do you allude to that document?—Yes, the document which I have had a few months.

3497. Will you point out where you think the power of selection you formerly possessed is withdrawn?—I think the word "articles" there should be interpreted as meaning the gross supply of any particular description of goods.

3498. Is not it "such articles"?—Yes.

3499. May not the words "such articles" be meant to apply to such as are unfit?—Yes.

3500. How can you say that that which orders you to reject such articles as are found unfit, obliges you to reject the whole delivery?—By the term "articles" I understand the whole supply of any particular thing, we will say of waist-belt plates.

3501. Mr. *Corry.*] Was it the practice of the committee previously to receiving that letter to exercise the power of selection?—I see, by the records of the Survey Book, that it was so; that is to say, the committee themselves did withdraw from the gross bulk of certain articles some which were defective and pass the remainder; because the records prove that they passed such and such articles, and rejected such and such others as being found damaged, or being found inferior.

3502. Was that practice continued until the receipt of that letter?—It continued

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tinued during my experience up to the last few months. The date of this letter is the 17th of December 1856. At that time I was not at head-quarters. When I returned to head-quarters and went again to Deptford in March, the letter of which this purports to be a copy was then shown to me as an additional guide for the knowledge which I had acquired before.

3503. Mr. *Liddell.*] When you had the power of discretion, and of separating good articles from bad, did you find that there were so often bad articles mixed with the good as there are now?—I will set aside the present supply of goods by Messrs. Hebbert; I think that, when we had the power of withdrawal, it was a great advantage to the contractors; we allowed them, when they had unintentionally committed an error, to take those goods back, and by their not appearing in our survey, they did not suffer.

3504. Did you find that you were often called upon to exercise your power of rejection under those circumstances?—I can hardly answer that question.

3505. Does not your memory serve you sufficiently to tell us whether, when you had the power of selecting the goods which you considered unfit from those goods which you thought fit, it often happened to you to reject goods?—Yes, we often rejected goods when we had the power of withdrawal.

3506. Lord *Claud Hamilton.*] You stated that the former system was favourable to the contractor?—I think so.

3507. Therefore is not it obvious, that as you have put them under a disadvantage, they will charge the public a higher price, in order to meet that new disadvantage?—We (the committee) have not put them under a disadvantage at all.

3508. Is not it clear that, to meet this new disadvantage, they will charge the public a higher price?—I do not know.

3509. Is not it a principle of trade, that when a person is put to a greater risk, he must have a larger profit upon the goods to meet that increased risk?—Probably it may be so.

3510. Is not it obvious that it must have this effect, that persons competing, and suddenly being put under a disadvantage, will raise the price to meet the new difficulty?—Possibly it may be so; that is a matter of opinion.

3511. Mr. *T. G. Baring.*] You cannot form an opinion of the result, not being a contractor?—No, I am not a tradesman.

3512. *Chairman.*] Do you admit that all clothing for troops should combine two points, quality and durability; and that all other supplies, particularly necessaries, should have substance and portability?—As to the question of durability and quality, unquestionably you ought to have that. In the supply of necessaries, they also ought to be good; their portability is merely a question of expense, and what size they should be.

3513. Can you combine good substance and being portable, unless you pay dear for them?—It depends upon what description of article it is.

3514. I may get a brush for 1*s.*, not very portable; but if I want one that is extremely portable, should not I probably have to pay 1*s.* 6*d.*?—Yes; but the brush may be made of an established size, and still be inferior; or it may be made not of the same size and be a superior article.

3515. Can those different points, which are so essential, be combined by advertising for cheapness, and taking the lowest offer?—I do not think that the lowest tender will give you the best article of any description.

3516. Would not quality, and not cheapness, be the safest rule to depend upon?—No doubt it would.

3517. The department has acted upon this rule when they have applied to Messrs. Dolan & Co. to make good the supplies that Messrs. Hebbert & Co. failed in; for it appears that they asked them at what price they would furnish the goods?—I believe so; but I do not know under what terms Messrs. Dolan were applied to at all.

3518. Do not you think that that involved the idea of tendering for quality, and not for cheapness?—Yes, certainly.

3519. Where are your patterns decided?—They are at the present moment decided upon in the Royal Marine Office; they are all sealed, and from thence they are issued for our guidance at Deptford.

3520. Is not it the fact that very little has passed with the Board of Admiralty with regard to the supply of clothes for the Marines?—I believe none whatever, except that orders were made in the late war by the Deputy Adjutant-general occasionally to buy a supply, but what it is I cannot say.

3521. They

3521. They have that confidence in the Marine officers, who no doubt are particularly interested in the well-being of their corps, that they leave it to them to clothe the men in a particular mode?—I presume they have, because, practically speaking, patterns emanate from the Marine Office.

3522. Mr. *T. G. Baring.*] You cannot speak, from your own knowledge, as to what takes place in the Admiralty?—No.

3523. Mr. *Liddell.*] You have stated fairly that you do not think the lowest tender will give the best article of any description; your superior officer, the Comptroller of the Victualling service, has described at some length the mode of taking a contract, and he said, that if it is for Marine clothing, the lowest tender is always accepted; is it your opinion that that system is not the best that can be adopted for the service?—I think not, if the lowest tender is necessarily taken; I think it right and proper that some department, or some person or other, should form a judgment as to whether that lowest tender will be the most prudent one to be accepted for the service.

3524. Do you think that the system now pursued in articles of Marine clothing, of always accepting the lowest tender, might be improved?—I think so, because then the contracting people would not put in those low prices, which I think reasonable persons would imagine were too low for the goods they were about to supply.

3525. Mr. *T. G. Baring.*] Do you, in saying that the prices were too low, refer to the contract which has been entered into by Messrs. Hebbert in the present instance?—I do not know what their prices were, but I can form a fair and correct judgment of the prices in any contract for our clothing.

3526. With respect to the master tailor, will you explain to the Committee distinctly what part the master tailor takes in the examination of clothes before the committee; how is he consulted, and what part does he take?—When I go into the committee-room, he is perhaps in the process of unpacking his samples, and I put a general sort of question to him, "What is the general state of these cloths; are they pretty well up to the mark;" or in those species of terms, and he will then answer, "Well, sir, I find them pretty right," or, "I think they are right," or, "I think they are not quite up to the mark."

3527. Having received that opinion from him, are you satisfied with that opinion?—Not at all; I take no master tailor's opinion, I take my own.

3528. Do the committee inquire carefully into the quality of the clothes and compare them with the pattern themselves, or do they judge from the master tailor's opinion?—No; the piece of cloth is placed upon the table, and it is subject to careful and deliberate and fair examination.

3529. With respect to the evidence that you have given about the acceptance of the lowest tender, are you aware that the contractor before he sends in a tender, sees the pattern which is laid down in the contract?—I know that the patterns are exhibited for the information of the contractors at the Marine Office, because I learn from the public notice in the papers that the patterns may be seen there at certain hours.

3530. What is your objection to the lowest tender being taken if there is a power of holding the contractor to the pattern which he has seen before he entered into his contract?—I have an impression that the contracting system just now is one of such extreme competition, that contractors will send in their proposals, and I am sorrry to say, that I believe that they do not care what articles they send to the Government, provided they can be passed.

3531. Do you speak in those terms with any particular reference to the way in which the present contract has been executed?—I said just now, speaking of contracts, that I would rather not speak of that of Messrs. Hebbert, because I have already had occasion to express in strong terms what my impression was, that is to say, that the general stamp of their goods was inferior.

3532. Mr. *Liddell.*] Speaking generally, do you think that the system of invariably accepting the lowest tender has a tendency to create reckless speculation, and reckless offers on the part of the contractors in making their contracts?—I do. I do not confine my experience to the articles which we have now, but speaking generally of all supplies of that nature, where the very lowest tender is taken, I think that such a contract is disadvantageous with regard to the individuals who make it, and disadvantageous to the service; even in perishable supplies, that we receive from hand to mouth, I think that competition is injurious.

3533. Is not it in consequence of the reckless mode of offering public contracts that they have been compelled to adopt the very severe examination which they

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go through, and which is much complained of by the contractors?—No; if I may say the truth, I suppose this alludes to a perch having been lately put up. I stated in my evidence that it was only put up because of the little confidence which all the committee had in the goods tendered by Messrs. Hebbert & Co.

3534. Do not you think that if you were to place a little more confidence in the contractor, and make him feel that the proper fulfilment of his contract would secure to him a continuance of custom, that might be a system pursued with advantage to both parties?—I have always placed a certain degree of confidence in every contractor, and until I find my confidence shaken I continue to do so, as I ever have done.

3535. Are you quite sure that your confidence has not been shaken by the over-severity of the examination, added to the system of taking the lowest tender?—No, I think not.

3536. Sir *Charles Napier.*] Do the contractors give any security for the fulfilment of their contract?—I know, from the general knowledge that I have of the mode in which contracts are taken, that they must necessarily give security. I see by every advertisement in the "Times," that whether the contract is made for public or private service, the contractor gives security to some amount or other.

3537. If the articles are rejected in the way you reject them, do the contractors have any loss besides the loss of the sale of the goods?—I believe there is a particular fine imposed on the articles that do not pass; but the proper person to answer that would be either the Comptroller of Victualling or the Superintendent at Deptford.

3538. Mr. *T. G. Baring.*] Speaking of your objection to the system of accepting the lowest tender, what other system would you propose to substitute for it?—When the Board were authorised to issue a contract, to take what they considered to be the best for the interest of the service, for instance, I would not take the contracts of a contractor if he had not some knowledge of the particular trade or article which he tendered for.

3539. Can you mention an instance of the lowest tender being taken of a peculiar nature?—When the new pattern knapsack was at first adopted a contractor sent in the usual supply; but the goods were so dissimilar to the pattern, that he was called in and shown where the difference was between his supply and the pattern. I saw that he knew nothing at all about the business. He placed the buckle for the mess-tin so low that the mess-tin could not be carried; he placed the diagonal straps at a wrong angle; he had not attended to the squareness of the wooden frame, so that the pack was entirely useless. I called him in, and I said, "You have not attended to your measurements here, and it appears to me that you do not know what a pack should be." He did not make any particular reply to that; but I said, "May I ask you whether you have ever had anything to do with accoutrements before?" (for the contract was not only for packs, but for accoutrements also) and he said, "No, sir; I have not." And I said, "What are you?" and I understood him to say that he was a trunk maker.

3540. Mr. *Corry.*] Supposing that the invitations to tender could be limited to persons conversant with the supply of the articles required, in that case would you think that the acceptance of the lowest tender might be safely continued?—I am very strongly of opinion that the lowest tender should not necessarily be accepted.

3541. Mr. *Newdegate.*] Is not this your opinion, that it would be better that the price for each article should be ascertained, and that those contractors should be authorised to tender for the supply of the article in whom from experience the authorities had best reason to confide?—I think in that case that a large body of contractors would consider that there was a system of patronage involved, and that when all knew the particular sum that they were to receive, everybody would say they were willing to contract; and therefore it would then come to selection from either previous acquaintance or previous knowledge of a contractor, and such system would be unsatisfactory to the general body of contractors. That is merely my impression.

3542. Would it not be advantageous if the system that I have described led to the tender of samples; and it therefore resulted in competition for quality, and not for price?—If the samples should be proposed themselves by the contractors, then they would be bound by a standard which they themselves had exhibited and set up.

3543. *Chairman.*] Do you know the French system of clothing the army?—I do not.

3544. Supposing

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3544. Supposing that this is their system: they select a pattern and a price, the price being fixed; they advertise that they will not take any price below that which they have fixed for the quality of goods; and that consequently it becomes then an advertisement for the quality and not for the price; do you approve of that system?—I have no remark to offer upon that; I am not sufficiently acquainted with the merits of it to give an opinion at all.

3545. Lord *Claud Hamilton.*] Upon the subject of appeal, I asked you the other day if you thought it was fair that the contractor "should be precluded from testing the validity of your opinion by an appeal to competent authorities;" and your answer was: "When a contractor enters into a contract, he knows by the specification that the decision of the committee is to be final." Is the Committee to understand that there is no appeal or reference to any other authority from a decision of your committee?—There is an appeal from our decision, because it has already been exercised in this case. The appeal was made in the usual form of a remonstrance against the decision of the committee, and we were called upon to reconsider our decision; and having just reason to believe that we had come to an honest and a just conclusion, we affirmed that decision, and I do not think it would be to the interest of the service to have an arbitration constantly hanging over the different committees, no matter of what nature.

3546. Then there was no appeal, but only reference again to the same party of the same article; is not that so?—There was an appeal from our first decision, as I have already stated.

3547. Viscount *Duncan.*] Who called upon you to reconsider your decision?—By direction of the colonel commandant, the officers' committee re-assembled, and the letter of remonstrance was placed before us for our guidance.

3548. Did you upon the second occasion have any professional adviser whose opinion could be asked upon the subject?—No.

3549. Will you explain to the Committee your answer to question 2659, in which you state, "I am satisfied with the approval which the committee have received at the hands of our permanent Board of Admiralty." I wish to know, if there has been no appeal and no examination by anybody but the Board, how it can be said that the Admiralty have expressed their opinion, inasmuch as they have never examined the matter themselves?—Our report has gone up, and has been received in the proper department, and we have not been called upon to reconsider another time. We have not received any notification of dissatisfaction on the part of the department, and therefore I assume that we have received their approbation, because it has not been notified to us that we have not.

3550. Has the matter ever been examined into?—I know nothing of that.

3551. Question 2660 is, "You look upon them as approving of your decisions"? and your answer is, "I look upon them as competent to form an opinion, and to express approval as to whether the officers under their control have performed their duty with conscientiousness and with advantage to the public service." I wish to know how the Admiralty, who have never examined into the question, can be able to form an opinion upon that question?—I spoke upon the broad principle, not upon an isolated case, for I do not think that the Board of Admiralty would undertake an examination of these particular goods.

3552. How can any persons approve of a decision who have never examined into the circumstances of it?—I think that is a question which it is hardly fair to put to me.

3553. You expressed a very strong conviction against the advantage to the public service of an appeal; you stated it would be hanging over the committee, and that they would not have free action. Do you still adhere to that opinion?—That I still adhere to.

3554 Mr. *Liddell.*] Would not you have felt, if you had been called upon to reconsider your original opinion, a sort of shame in going back from your opinion, because that would have been owning yourselves wrong upon the first occasion?—If we had committed an error, I hope we are sufficiently honest men to acknowledge it.

3555. From the confidence which you evidently possess in your own judgment, arising from the fact that you did not form your decision hastily, would not it follow that when you are called upon to reconsider your opinion, your impulse would be to abide by your original opinion?—Having deliberately formed an opinion in the first instance, and then re-affirmed that opinion, I think it a hard case that we should be assembled to reconsider it at the instance of the contractor,

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contractor, who, by our judgment, was suffering a pecuniary mulct in consequence of the performance of our duty.

3556. Is not it your firmness in persisting in that opinion which gives the Admiralty confidence in your judgment?—I have no doubt that they do give us credit for having properly performed our duty, and I am sure that if they observed us vacillating, and shifting, and turning from side to side because of the complaints and remonstrances that we had from those persons who were affected by our penalties, they would lose all confidence in us as a body of officers, and we should then meet with their disapproval.

3557. Lord *Claud Hamilton.*] You stated that you thought that if you shifted your opinion you would lose the confidence of the Admiralty; is that your reason for never changing your mind?—I stated that, having once made a decision, and having re-affirmed that decision, if for a third time we were called upon and we then shifted from it, it would show that we knew little of our business in the first instance.

3558. Are you still highly opposed to an appeal to another court?—I am.

3559. You are aware that the judges of a court and the Lord Chancellor and other great officers are all liable to revision and to appeal?—On the broad principle an appeal may be good and may be correct; but, if you wish to establish a right of appeal for the contractors, I would ask you how you would go on; you cannot exempt one contract more than another from the appeal; and with regard to perishable supplies that come from contractors daily, are you to have a referee in every barrack or with every small detachment to decide whether the meat has been properly supplied according to contract or not, or the bread, or any perishable supply? If you establish it as a principle, you cannot exempt one branch more than another.

3560. Do you conceive that an appeal may be good in other things, but that in a matter of a decision of this sort, it would be prejudicial to the public service?—I think that the military branch is entirely distinct; I think, in the courts you spoke of just now, the prevalence of appeal is very satisfactory to those who like to undertake it.

3561. The difficulty that you formerly suggested was, that it would be hanging over the minds of the committee, and that it would be a weight upon their minds; do you adhere to that objection?—Yes; but I put it also upon the broad principle that, if you establish the principle of appeal, you cannot exempt one species of contract from it more than another.

3562. Colonel *Gilpin.*] Was not an application made for an appeal to two manufacturers or to the inspectors at Weedon?—I think that Messrs. Hebbert & Co. did suggest an appeal or arbitration by members of the cloth trade—clothworkers as they expressed it—or by the inspectors at Weedon.

3563. Do you think that you were as competent to form a decision upon the quality of that cloth as the inspectors at Weedon?—I stated before that I did not know who the inspectors at Weedon were, and from what class of life they had been drawn, or how they had been educated and trained up for the service; and therefore I will offer no opinion at all as to that.

3564. Supposing those inspectors are men who have been brought up in the trade, would not you think their opinion a better opinion than the opinion of a Board of Officers?—It would depend upon their antecedents.

3565. Mr. *Jackson.*] Supposing their antecedents gave them a full knowledge of the material, they having been tradesmen, while you have no such knowledge, do not you think it would be better to leave it to them?—By antecedents I meant whether they had any connexion with the clothing business.

3566. Mr. *Newdegate.*] Would not your opinion of the value of their opinion turn upon the question whether you believed they were well informed and independent?—Yes.

3567. Viscount *Duncan.*] You know nothing of the system pursued at Weedon?—Nothing whatever.

3568. When a contractor makes a contract for marine clothing, does not he know that his goods are to be subject to the decision of the Board of which you are a member?—I believe he signs a document in which he is amply informed that our decision is final.

3569. And he voluntarily subjects himself to those conditions as expressed in his contract?—He does do so. He need not take the contract if he objects to that.

3570. *Chairman.*] What firms have been engaged in supplying the clothing of the marine corps up to December 1856?—It has been clothed by different contractors;

tractors; I recollect the names of some of them; Mr. Stevens, for instance; Messrs. Dolan & Co.; and Messrs. Bryan & Price; but I really do not know all their names.

3571. How many years have you been in your position?—I have been off and on at Deptford 22 years.

3572. How long do they generally take the contract; are they continuous contracts or not?—One of the present contracts is for 12 months certain, and then to determine after three months' notice on either side.

3573. Were the other contracts continuous or not?—I do not know.

3574. How long did Messrs. Dolan & Co. supply you?—How long they supplied under one contract I do not know; but that they have done so for a great many years, I know from constantly seeing them there.

3575. Was that under contract made between them and the Admiralty?—Unquestionably; but I do not know the length of each separate contract.

3576. How many years did they supply you before this firm took the contract?—I do not know; I recollect them seven, eight, nine, or ten years.

3577. In succession?—I do not know; I recollect them as I do the other contractors, from the constant communication that I have had with them.

3578. Viscount *Duncan.*] Have there been various contractors during that time?—Scores of them.

3579. *Chairman.*] How long did the last contract continue for the supply of marine clothing?—I cannot tell; I have told you that I have observed them (Dolan & Co.) there for seven, eight, nine, and ten years.

3580. Lord *Clarence Paget.*] Do you know, of your own knowledge, that cloth, or some goods for the clothing of the marines, after having been passed by your committee, and served out to the men, has been found defective, showing a want of supervision by some parties?—I observe by the records of the Survey Book, which I have carefully looked over in consequence of this inquiry, that upon certain occasions there have been articles re-surveyed at the different stations, and have been sent back again to the head depôt to ascertain whether they were in conformity with the established pattern. By those surveys I find that they have been re-surveyed, and, having been reported to be conformable to the established pattern, I presume they were returned again; by whom I have no knowledge.

3581. Mr. *Jackson.*] You do not know from your own knowledge of any goods having once passed the inspection, and having been served out in detail to the troops, which, on subsequent searching, have been found to be defective?—No, I do not.

3582. Therefore we must take it for granted that the examination of the Government is done to perfection, inasmuch as nothing has been found out against it?—It is impossible that the examination should be so searching but that a faulty article will creep in occasionally. I do not attach any blame whatever to the contractor for that.

3583. Lord *Clarence Paget.*] Have there been any complaints to your knowledge made by the commanding officer or the adjutant, who had particularly to do with the clothing of the different battalions, that the quality of the clothing has not been good, although it has been passed by the committee?—Yes. As I stated before, things which have passed the Deptford committee have been sent back. Take for instance Chatham; there they have imagined that the things were inferior, and they have sent them back; and they have been re-surveyed, and found to be equal to the established pattern; and, therefore, although they imagined that they were inferior, there was no cause of complaint at all; they did not say that the standard of the goods was low, but they supposed that they had got a more inferior article than they ought to have had.

3584. Mr. *Liddell.*] Do you know anything about the supplies of made-up clothing furnished to the service afloat?—I know that we pass at Deptford all the supplies which are subsequently issued for the service afloat, or for the marines that are serving on shore abroad.

3585. Does it often happen that complaints arise from the quarters to which those supplies are sent?—I am not in a position to give an answer to that.

3586. If those complaints were made, would they be brought under your notice?—No, I think not.

3587. Mr. *T. G. Baring.*] With respect to the examination of such articles as made-up coats, or any other articles of which there are a great quantity, what course do you pursue; do you examine every article?—It is impossible; but we make a very searching examination by average; we take them here and there at the side, and the centre, and the end; and we make a good average survey.

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3588. Is it impossible for you to look at every individual article?—It is impossible; for instance, we will take the article of 2,000 waist belt plates; we examine them in a quick way, but nevertheless a very searching one. A package is selected by myself or some one or other; the die is examined to see that it is correct; we then weigh one against the pattern, and we weigh a portion in the bundle against a prescribed weight; and we know well that as they are all struck from the same die, we may trust the remainder of the supply.

3589. What process do you go through with respect to coats?—Coats are rather a tedious inspection; we examine every description of size, there being three sizes to each inch of size, as I explained before. We examine them carefully by the diagrams, because we should get into difficulty with the Divisions if we did not send articles available for the men; therefore we are particular upon that point.

3590. Supposing you were to find any deficiency in any of the samples that you take out of the bulk, would that induce you to make any further search?—Yes, we should make more strict search, because we should imagine there might be others of the same stamp.

3591. You examine some in order to satisfy the Board, upon the whole, that the delivery is equal to the pattern?—Yes; we have other parties who look carefully at our decisions—I mean the officers of Divisions; and if we did not get a correct supply, there would be a complaint of the conduct of the committee.

3592. Whose interest do you represent as a member of the committee?—That of the men and the Crown. The Crown, to see that they get the proper articles that they supply; and the men, to see that they get the proper articles that they pay for.

3593. Would it not be hard upon the men, supposing they got damaged articles, not equal to the received pattern?—They are compelled to have certain articles called necessaries. If they wear out in a short time, or are of an inferior quality, it would be an injustice to them. They would have to purchase them themselves a second time.

3594. Mr. *Jackson.*] If you found amongst 1,000 jackets 10 or 20 defective ones, would you search for more defective ones, or would you, on such an examination, return the jackets to the contractor?—As I said before, the whole of the supply, according to the terms of the contract, is to be equal to the pattern; and if there were 20 or 30 jackets inferior, I should certainly condemn the whole of the supply at the present moment.

3595. Lord *Claud Hamilton.*] That is your reading of the meaning of the specification?—I cannot understand how any one can read it in any other way.

3596. Viscount *Duncan.*] Are you speaking of made-up articles?—I understand the question to apply to clothing made up.

3597. *Chairman.*] I asked the last witness this question: "1,000 tunics being to be provided; if 700 of them were good, and 300 were bad, would you reject the whole?" and I think his answer was, "No." What is your answer to that question?—My answer is "Yes." I think that the last witness must have misunderstood the question.

3598. Lord *Clarence Paget.*] Supposing that there was only one piece of cloth deficient out of a vast number, should you condemn the whole for that?—We do, unless where there is such a trifling error as that it may be fairly assumed that the contractor has inadvertently sent in a small portion of an inferior quality; then we give him an opportunity of taking it off the store account, and passing into the possession of the Crown all but that little portion, which was not considered to have been surveyed. I will give you an instance, which occurred the other day with Messrs. Hebbert: 1,000 articles were tendered; a few were found defective; but they ultimately were received on the books of the establishment, at 980.

3599. Do you consider that you have some latitude in that respect?—Strictly speaking, even that was a slight departure from our straight line of duty, but it was in favour of the contractor, and it did not deteriorate at all from the main supply; occasionally the contractor supplies a little portion that has been found defective, so as to make the whole of the supply that he has tendered equal in quality. I think there was another instance in which a small portion of the cloth was replaced in the same way, but I will not charge my memory with that.

Captain *Alexander Milne*, R. N., called in; and Examined.

Captain *A. Milne*, R.N.

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3600. Mr. *T. G. Baring.*] WILL you be kind enough to inform the Committee of the position which you hold?—I am one of the members of the Board of Admiralty.

3601. How long have you been so?—Nine and a half years.

3602. What have you had to do with the stores?—I am the Superintending Lord of the Store department, also of the Victualling department for the whole period that I have been at the Admiralty.

3603. Lord *Claud Hamilton.*] Could you state anything to the Committee as to the letter of the 17th December last, a copy of which has been produced before this Committee?—I am not aware of that letter.

3604. Could you find out what department of the Admiralty it belongs to?—Certainly I will.

Martis, 7° die Julii, 1857.

MEMBERS PRESENT.

Colonel Boldero.	Mr. Liddell.
Mr. T. G. Baring.	Sir Charles Napier.
General Codrington.	Mr. Newdegate.
Mr. Corry.	Lord Clarence Paget.
Viscount Duncan.	Mr. Brown Westhead.
Lord Claud Hamilton.	Mr. Philipps.
Mr. Jackson.	

COLONEL BOLDERO, IN THE CHAIR.

Lieutenant Quartermaster *Ambrose Wolrige*, called in; and further Examined.

Lieut. Quartermaster *A. Wolrige.*

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3605. Mr. *T. G. Baring.*] HAVE you the notes of the evidence which you gave before the last Committee in your hand?—Yes.

3606. Will you refer to Question 3278?—Yes.

3607. In answer to that question, you state that the contractor "has no right to deceive us by putting false weights upon the pieces of cloth." Have you any explanation to give, or modification of that statement to make?—Under the former contract withMessrs. Dolan they were in the habit of sending in the weights of the cloths as well as the lengths; under the present contract Messrs. Hebbert, I find, send in merely the length of the cloth; the weight is specified, per yard, on the pattern, consequently it is merely multiplying them to ascertain the weights of the cloths.

3608. So that there was no attempt at a deceptive statement of the weight?—No; I wish to correct that.

3609. Will you refer to Question 3342; the question is, "Was the contract with Messrs. Hebbert sent to you at Deptford?" and your answer is, "No." Have you any change to make in that?—The contract with Mr. Hebbert was sent to me at Woolwich, and I have it there in my possession.

3610. You have seen the contract?—Yes.

3611. Will you refer to question 3369; the question is this: "In the report of this inspection, I find this entry: 'Clothing made up, 1,000 tunics (privates) rejected; workmanship good, cloth and lining inferior to pattern.' If it had happened that 700 of those privates' tunics were good, and equal to the pattern, and only 300 bad, would you have rejected the whole supply?" And your answer is, "Certainly not; that consists of made-up garments, and I have been speaking of materials; that makes a vast difference." Have you any explanation to give as to that answer?—I ought to have said, certainly it is a mixed supply, and therefore the whole would be rejected.

3612. You were mistaken in that answer?—Yes.

3613. Mr. *Liddell.*] At question 3297, in answer to this question from Lord Claud Hamilton: "From what authority did that letter emanate?" you state that you "believe it came from the Marine office." I would like to know where

Lieut. Quartermaster *A. Wolrige.*

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the Marine office is, and what is the Marine office?—An office through which the orders to the Marine officer usually come.

3614. Is that a branch of the Admiralty?—Certainly; the Deputy Adjutant-general is at the head of our corps.

3615. The next question is, "Is that the authority under which you act?" and you say, "No, it is not the only authority." Will you explain that?—I ought to have said that orders come from the Admiralty through the Marine office.

3616. The Marine Board, according to that, is subject to the Admiralty?—Certainly.

3617. Does the order emanate first from the Admiralty or from the Marine office?—It emanates from the Admiralty, and comes through the Marine office to the Marine officers.

3618. Sir *Charles Napier.*] Have you ever been examined before a Committee before?—I have not.

3619. Lord *Claud Hamilton.*] Have you been examined on this matter anywhere else besides here?—I have been asked certain questions.

3620. Has any question being asked you respecting the evidence that you gave on the last occasion?—I have looked at the questions that was asked. I was perfectly aware, after I had been examined, that I had made a few mistakes, and I am perfectly ready to correct them.

3621. Have you any explanation to give as to any authority under which you act, besides the letter that we had in evidence last time; will you refer to question 3293, where you are asked, "Have you printed instructions to guide you as a committee"?—The written instructions were given, I believe, in 1833, and they were entered in an old survey book; consequently I have not seen them.

3622. You entered upon your duties without having read those printed instructions?—Certainly. With regard to a contract, I obtained my instructions and advice from the president of the committee.

3623. Mr. *T. G. Baring.*] Did you inquire of the committee what your duties were?—Yes, I did, and I read the contract.

3624. Lord *Claud Hamilton.*] You undertook the responsibility of acting on that board taking the advice of the president of the committee as to what your duties were?—Yes; it was a new duty, and I naturally inquired what my duties were.

3625. Had you no other reference to any other printed instructions except that letter which has been before the Committee?—No, I had not.

3626. You never felt anxious to know the full powers that you were exercising, or the responsibility that you were incurring, and you made no further inquiry?—I had had many conversations relative to our orders at Deptford, and our duties, but I never saw any other written instructions.

3627. Did you not feel that it was a very grave step to take a part in any matter which inflicted a fine of 7,000*l.* upon certain persons?—Yes.

3628. Did you not ascertain whether the powers under which you were acting enabled you to take part in any decision which inflicted so heavy a penalty as that?—I thought our duties were very simple; they were plain enough.

3629. You thought that your duties were very simple and quite plain enough?—I thought that our orders that we acted under, and have been long acting under, were quite plain enough.

3630. I understand you that they consisted mainly of the verbal advice of the president of the committee?—I had gained some experience lately, having attended so many surveys; and I thought that the instructions specified in the contract were quite sufficient for me to act under

3631. Sir *Charles Napier.*] Have any questions been asked of you by anybody relative to the evidence you gave the last time you were examined before this Committee?—Yes.

3632. By whom have questions been asked of you?—Colonel Stransham and Mr. Baring have asked me questions.

3633. What questions were asked of you by Colonel Stransham?—Questions relative to my evidence the last time; I cannot remember them.

3634. Cannot you specify particular questions?—No.

3635. *Chairman.*] You have reappeared here this morning to correct some errors in your last evidence?—Yes; I knew that I had made some mistakes.

3636. Before you left the room on the last day of your examination you were aware that you had made a mistake as to the 1,000 tunics?—Yes, I was.

Captain *Alexander Milne*, R.N., called in; and further Examined.

Captain *A. Milne*, R.N.

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3637. *Chairman.*] HAVE you searched for that letter which was referred to on your former examination?—I have the letter of the 17th of December 1856; this is it (*producing it*); I will read it; it is from the comptroller of victualling, addressed to the Deputy Adjutant-general of the Royal Marines, dated 7 July 1857. "Admiralty, 17th of December 1856. Sir,—It appearing that Messrs. M. and S. Hyam, the contractors for braces for Royal Marines, tendered for delivery at Deptford Victualling-yard, under a demand made on them on the 10th September last, 500 pairs of that article, which, on being inspected, were rejected by the committee of Royal Marine officers, on the 11th ultimo; and that permission was given by the committee to the contractors to withdraw the braces without any report of that permission, and of the rejection of the articles having been made to the officers of the victualling yard. I request you will be pleased to instruct the committee of inspecting officers of Royal Marines, that in the event of articles being tendered for delivery by the contractors, and found unfit, they should, in accordance with the conditions of contract, at once reject such articles; and in all cases communicate officially the result of the examinations at the monthly Boards immediately to the Deptford officers, in order that the necessary steps may be taken with the contractors, as regards the infliction of penalties, removal of rejected articles, &c. I have the honour to be, sir, your obedient servant, Thomas T. Grant."

3638. In what way does that alter the rules and regulations which guided the Deptford Board?—I do not consider it altered any of the rules and regulations at all; that in this case a certain amount of articles were rejected, but it was not reported to the comptroller of victualling, or to the storekeeper; and the consequence was, that no penalties were inflicted, and the contractor was allowed to take the articles away.

3639. Sir *Charles Napier.*] Had you cognizance of that letter that was written by Mr. Grant?—I had not.

3640. Is he, as comptroller of victualling, authorised to write a letter of that sort, or ought it to be signed by the Lords of the Admiralty?—Certainly not; he is authorised by his instructions.

3641. Have you the instructions?—I will furnish a copy to the Committee.

3642. Mr. *Jackson.*] Will you read that part of the instructions?—"Instructions for the Comptroller of Victualling and Transport Service. You are to consider yourself charged with providing, issuing, and duly accounting for the whole of the provisions, victualling stores, slop clothing, marine barrack stores, necessaries for marines afloat, for convict ships and transports, and provisions for Her Majesty's troops in foreign garrisons." Then the next clause is, "You are to represent in due time, through the superintending Lord, the supplies of provisions, and other articles likely to be required for the current service of the year, accompanying your statement with all the information necessary to enable the Board to decide on the propriety of ordering the whole, or any part thereof, to be provided, and taking care that without their Lordships' special authority supplies are not procured in each year beyond the amount of the money voted for the purpose by Parliament." Then the article which refers to the marine clothing is this: "You are to regulate and control, under the sanction of the superintending Lord, or by the directions of the Board, the victualling of the whole navy, supplies of provisions for convict service, transport service, and foreign garrisons, slop clothing for the navy, and other services, marine clothing, marine barrack stores, and necessaries for marines afloat, and on shore."

3643. Sir *Charles Napier.*] Are the Committee to understand that everything belonging to the Comptroller of the Victualling Department must go through the Superintending Lord?—Not at all. He has an order to execute all the minor details; and in all matters where he considers he has not the authority or power to act, he submits them to the superintending Lord.

3644. Are those defined at all?—It is quite impossible to do so by any written instructions.

3645. Is he subject if he does anything wrong to the censure of the superintending Lord?—Not the censure. No superintending Lord would take upon himself to censure a principal officer.

3646. *Chairman.*] As that letter of the 17th of December does not contain a more stringent order for the inspection of clothing, how do you account for the

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Board at Deptford rejecting cloth because it was 10 per cent. deficient, and 700 good tunics, because 300 were bad?—For this reason: wherever the committee of inspecting officers find that a delivery of articles sent in for inspection is a mixed delivery, consisting of good as well as inferior articles, if they find those inferior articles bear a certain per-centage to the whole delivery, or find that the whole, more or less, is mixed or inferior, it is their duty to reject the whole.

3647. That never was the case up to the end of December 1856?—I believe so; that is the principle on which they act.

3648. Mr. *Jackson.*] Then it is a question of degree. One of the witnesses stated, that if 10 per cent. were bad, and 90 per cent. were good, the whole would be rejected; are the Committee to understand that there is any per-centage defined for rejection?—The chairman of the committee alone can give you that decided information; I only act by hearsay and report; but the general principle is, that if a tenth part is found to be deficient, a further examination takes place, and if you still find that the same proportion is inferior, you reject the whole.

3649. Is there any rule laid down?—There is no definite rule.

3650. It is entirely at the option of the examining officer to say 1 per cent., 10 per cent., or 20 per cent.?—It is entirely at the option of the examining officer.

3651. General *Codrington.*] The Board?—Yes.

3652. Mr. *Jackson.*] If only ½ per cent. is deficient, he can reject the whole?—Yes; but I think that is the case which no Board of officers would interfere with.

3653. Mr. *Liddell.*] You do leave a certain amount of discretion in the hands of the officers?—Yes; there is a special article, which I should like to read, in their general instructions. I was reading just now the instructions to the Superintendent of Victualling, but the general instructions bear upon that point.

3654. Sir *Charles Napier.*] What is the date of them?—These were issued in 1832 or 1833, I forget which, at the consolidation of the Navy Board, which was done away with; those departments that were ruled by Boards, were then placed under the control of the Board of Admiralty, and at that time those instructions were issued for the guidance of the principal officers, who became principal officers to conduct those separate departments, instead of separate Boards: "The business of these departments will continue to be conducted as heretofore, at Somerset House, and such of the principal officers above mentioned will have residences assigned to them as their Lordships may think proper, in order that they may be enabled to pay a constant attendance to the duties of their office. It is expected they will constantly attend their offices, and when absent from sickness, or other causes, that each of them should act for the other, as far as practicable, and sign all such papers as may be necessary." "The principal officers are to consider themselves responsible for the correct discharge of the duties of their respective departments, and for any neglect in those who are placed immediately under them, and they are to report all instances of neglect or misconduct to the Lord of the Admiralty who may superintend the department; and the Storekeeper-general, the Comptroller of Victualling, and the Director-general of Hospitals, are to visit, inspect, and report upon the several establishments of their respective departments, at the out-ports, at least once in each year." There is also another article.

3655. Mr. *Liddell.*] Are there any instructions that bear definitely on the subject of clothing?—Yes; in all minor details connected with the examination of accounts you will call for explanation or information from official accountants, or others, as the case may require, but you are not to issue any orders of a general nature, nor to enter upon any general correspondence relating to your department, it being intended that such correspondence shall alone be conducted by the Board of Admiralty, through their secretaries.

3656. Does not the first of these articles say somewhat explicitly that he is not to issue any general order?—No general order.

3657. But would not that communication to which so much reference has been made rather come under the head of a general order?—No; that is merely pointing out a matter of detail where the committee have departed from a usual custom and practice.

3658. Mr. *Jackson.*] Where are the instructions, in what document can we find them, which gives the power to a body to inspect clothing, and to reject 1 per cent., or 10 per cent., at their option?—That is the committee. If you will allow me,

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me, I will read the instructions to the committee which have not yet been read, and I will put in a copy of them which were sent to the committee, at Deptford, appointed for the examination of the marine clothing. They were also issued soon after the consolidation of the department with Somerset House.

3659. About the year 1832?—Yes; but those instructions were dated the 3d of June 1833. "Draft of an instruction for the receipt and issue of marine clothing and appointments, marine necessaries, and marine barrack stores. First, all supplies of the above articles are in future to be delivered at Deptford, where a depôt is to be found under the charge of the storekeeper of Deptford Victualling Yard; second, all patterns of articles intended for the marine service are in future to be examined and reported complete by a committee of Officers of Royal Marines previously to their being exhibited to persons proposing to contract for supplying them, and samples in triplicate of the patterns decided on are to be sealed with the official sample seal, one of which patterns is to be delivered to the contractor for his guidance in executing the contract; a second is to remain at Deptford for comparison with the articles to be received; and the third is to be deposited under the charge of the Comptroller of Victualling, for reference, in case of dispute; third, the committee above-mentioned is to consist of the Deputy Adjutant-general for the time being, and two field officers of the Woolwich Division, assisted by the adjutant and quartermaster of that division, for the inspection of clothing appointments and necessaries, and by the barrack-master, for the inspection of barrack stores. 4th. The said committee is to assemble in Deptford Yard, on the second Tuesday in each month, for the purpose of inspecting such articles as may have been delivered into store in the course of the preceding month, and none of the said articles are to be passed which are not equal to the sealed pattern, as well in quality and workmanship as in every other respect. A report of the proceedings of the committee, containing an account of the articles inspected and approved, is to be made out in duplicate, one copy of which is to be transmitted to us for the information of our Comptroller of Victualling, who is charged with the superintendence of this branch of service, and the other is to be delivered to the Captain-superintendent at Deptford, in order that he may direct the storekeeper to take the several articles on charge, and cause certificates to be granted to the contractors, to enable the latter to receive payment, in conformity to the terms of their contract. 5th. All articles rejected by the committee are to be removed from the receiving store immediately after the inspection, and placed under the special charge of the storekeeper, who is to cause them to be taken away by the contractors within three days after they have been rejected. 6th. All demands for marine clothing appointments and barrack stores are in future to be transmitted for approval to the Inspector-general, by whom they are to be forwarded to the Comptroller of Victualling. Demands for necessaries are to be sent direct to the Comptroller of Victualling. 7thly. All issues of the said articles are to be made under the authority of the Comptroller of Victualling, upon demands approved by the Inspector-general, as pointed out in the preceding article. 8thly. Accounts of the receipt and issue of the said articles are to be kept by the storekeeper in the accompanying forms, and transmitted quarterly in the same manner as other accounts, after having been previously examined and approved by the Captain-superintendent." Subsequently to that, another order was issued by the Admiralty, dated December 1833; and this is a copy of the minute then made: "Inform Sir James Cockburn," who was then the Inspector-General of Marines, "that complaints have been made of the articles furnished to the Marines not being according to contract; call his attention to their Lordships' directions on that head, and inform him that they expect the proper officers to be very particular in their inspection of all contract articles supplied for the use of the Royal Marines; letter written in accordance with the above the same day, the 9th of December 1833." There is nothing in this letter which says, that, if all the articles are not up to the mark, the whole are to be rejected. I should have thought that that rested entirely with the inspecting officers; they must use their judgment whether the articles are equal to the pattern or not.

3660. I do not see, in the regulation which you have read, that it says that the committee shall have power of rejecting the whole because a portion do not come up to the mark?—

3661. Mr. *T. G. Baring.*] Is not the contract binding on the contractor?—Yes.

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3662. The contract would be considered as the thing for the guidance of the committee?—Yes. I ask permission to read the articles in the contract.

3663. Lord *Claud Hamilton.*] Let me call your attention to what Colonel Stransham said; he stated that he was not permitted to make a selection of the contractor's goods, "because," he says, "the power of selection is not with us now; it has been withdrawn by that letter which was read a short time ago." That referred to the latter part of what you read to-day; do you understand that letter as withdrawing from this Board of Inquiry at Deptford the power of making a selection, and only rejecting the bad articles, which power they enjoyed before?—I am not aware that it makes any alteration whatever in the custom that has been adopted at Deptford.

3664. You did not understand the president, or whoever rules this Board, as stating that he felt that power was withdrawn by this letter?—I do not think so; I think it is a mistake on his part.

3665. Refer to Question 3491: "How do you reconcile that with the instructions I have read to you; under those instructions how can you reject the nine articles that are perfectly right and perfectly good; because the power of selection is not with us now; it has been withdrawn by that letter which was read a short time ago"?—I am not aware that that letter of the 17th of December takes away any power.

3666. Will you refer to the next question: "Do those instructions authorise you to reject what is good? We have no selection at all at the present moment." Is the interpretation that you and your Board put upon those instructions to the effect that, one bale being bad, you put away the good nine?—I think, with reference to that question, Colonel Stransham's must be the best evidence, as he is the party who conducts the examination; but the interpretation that I put, and which I believe is the one that he also will admit, is, that, in the selection of articles sent in, it is their duty specially to see what state the articles are in, whether they are fit for Her Majesty's service or not; and if they find the articles delivered are a mixed series of goods, and not equal to the pattern, and they do not comply with the conditions in the contract, and that there are articles of an inferior quality, I think it is their duty to reject the whole, for the reason that, if you adopt a system of selection, you must go through the whole of the articles that are delivered; if you once admit the principle, which we do not, that you are to reject individual articles, and select others, you must, on that account, go through every article sent in.

3667. Mr. *Jackson.*] How can the committee ascertain the quality of the goods unless they do examine the articles?—That has never been the custom; but the inspection is by taking an average of the deliveries.

3668 It is only a partial examination that takes place?—It is a general examination of a per-centage.

3669. Yet it is in evidence, that if there is 10 per cent. bad, and 90 per cent. good, the whole is rejected?—That is the fault of the contractor; if he mixes inferior articles with the good, he is quite aware that that is the penalty; if you attempt to begin and make a selection, you must go through every article, even every pair of shoes.

3670. Sir *Charles Napier.*] One question was addressed to a contractor, and he said that if 10 bales of goods were supplied, and 9 were ascertained to be good, and if they were ascertained to be good, they must of course have been all examined, and the tenth bale was below the pattern, then they rejected the whole 10?—I cannot answer that question; that must depend upon the opinion of the committee.

3671. Were you aware, as the superintending lord, that it was the habit of the committee to reject nine good bales of cloth if one bale of cloth was not equal to the pattern?—I believe such a case never occurred; I believe it was only a case put by the committee.

3672. Colonel Stransham stated that it was their duty, if 10 bales of goods were submitted to the committee, and nine of those bales were good, but one was not equal to the pattern, to reject the whole 10 bales?—That was an extreme case put by the Committee themselves, and one that never occurred. I believe that if such a case ever did occur, the committee inspecting the clothing would submit it to the special notice of the Admiralty in their report.

3673. Mr. *T. G. Baring.*] They have full power to make any special report, have they not?—Certainly.

3674. Sir *Charles Napier.*] The question was also asked of the quartermaster,

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it was put to both of them, and Colonel Stransham said it was their duty so to do, and that it was their practice. He was asked, "If 10 bales of cloth are sent in for the inspection of your committee, and you find nine out of those bales of cloth agreeable to the pattern in every respect, and one bale of cloth not agreeable to the pattern, would you reject the whole in consequence of that one? Under present circumstances, I should say yes, because we are permitted no departure from the important service of receiving all things equal to pattern, and in nowise inferior.—If there were nine of those bales perfectly good in every respect, and one inferior, would you reject the whole in consequence of that one? I am not permitted to make a selection of the contractor's goods, and say whether they are equal to pattern or not; the whole supply is to be the same, and if I find one bale is bad, according to the present system I reject the whole.—How do you reconcile that with the instructions I have read to you; under those instructions how can you reject nine articles that are perfectly right and perfectly good? Because the power of selection is not with us now; it has been withdrawn by that letter which was read a short time ago." That is plain: was the Admiralty aware that it was the duty of the committee to reject the whole?—It is the duty of the committee, if they find articles sent in of a mixed pattern, containing articles inferior to the pattern, to reject the whole.

3675. Were you aware that if 10 bales were sent in for examination, the committee have a right to keep the nine good ones, and reject the one bad?—I must refer you to the chairman of the committee; I cannot answer you that question.

3676. Were you, as superintending lord, aware that that was their duty?—No; but I was aware that if a mixed sample of goods was sent in, containing inferior as well as good articles, it was their duty to reject the whole.

3677. I was not speaking of a mixed sample, but of 10 bales being sent in, and whether the Admiralty were not aware that they would reject the nine good ones if one was bad?—Then it must have been a mixed sample.

3678. Mr. *T. G. Baring.*] If 10 bales were sent in, of which nine were good, and one was bad, it would be a mixed delivery?—Yes.

3679. General *Codrington.*] Supposing 10 bales of cloth were contracted to be sent in of a particular quality, are the Committee to understand that if one happens to be bad, that is considered a breach of the contract with regard to the whole?—It is.

3680. Mr. *Liddell.*] Did you say that unless a system of that kind were pursued, it would necessitate the accurate examination of each article?—Yes.

3681. If I understand you correctly, that is so?—Yes.

3682. Are you aware of the system that is pursued in the examination of the Government stores at Weedon?—I am not.

3683. General *Codrington.*] Are the Committee to understand that when bales are sent in in that way, every bale would be opened and examined?—I believe not.

3684. Sir *Charles Napier.*] Then how could the Board find out that one in ten was bad?—That is a case which you put.

3685. It is in evidence before the Committee; how can they tell that they are bad unless they are opened and examined?—Because, as to the 10, they have been probably a selection from 100, or from 70.

3686. We asked the question whether, if 10 bales of cloth were sent in simply for examination, the committee would reject the whole if one was bad; it is quite clear that, unless they examined each bale, they could not know which were good?—My answer was, that if the contractor sent in a mixed delivery, the whole would be rejected.

3687. Mr. *Jackson.*] Can you call bales of cloth a mixed delivery?—Suppose a man sent in 10 bales, and among those 10 bales one was bad, I consider that a mixed delivery.

3688. *Chairman.*] Is there a condition that if 10 per cent. of the goods are bad, they may reject the whole?—No.

3689. Mr. *T. G. Baring.*] Will you read the article to which you refer?—Yes. "The said first-mentioned contracting parties do also covenant and agree, that all the articles that shall be supplied in pursuance of this contract, shall be delivered according to the scales and diagrams contained in the said schedule or particular, and shall be conformable in every respect and nowise inferior to the patterns approved of by the said Commissioners, and such as shall be approved of by the proper receiving officers, or of the officers who shall be appointed to survey

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survey the same, as in every respect good and fit for Her Majesty's service, otherwise such officers shall be at liberty to reject the same."

3690. Will you be good enough to look at the specification under the contract, and will you refer to the final specification, No. 10, page 15, in Appendix 16 * ?—"Scale of articles for clothing required in materials for every 25 suits made up."

* *Vide* Appendix, No. 6, page 621.

3691. Does not that contain a scale of different articles necessary to form a certain number of tunics ?—Yes.

3692. That is part of the contract ?—Yes.

3693. Will you refer to the requisitions made upon the contractors under this contract; it is in Appendix 15 † ?—Yes.

† *Vide* Appendix, No. 6, page 603.

3694. Will you read two or three of the first requisitions sent from the Admiralty to the contractors for supplies. Take some of the large requisitions for clothing ?—"In materials; privates' tunics, demand for 6,000."

3695. On referring to the specifications in the contract, would not the contractor have to send so many yards of cloth, as laid down in the specification for making 1,000 tunics, also the other materials for making up those tunics, serge, cotton, white lace, and buttons ?—Yes, he would.

3696. Consequently, the whole 1,000 tunics, or whatever number you may choose to include in the requisition made upon the contractor, constitutes the delivery, containing the materials, and other things necessary for making them up, forming a particular delivery for a particular purpose, that is to say, for clothing a certain number of men ?—I believe it does.

3697. If that is the case, would it be fair to say, that the delivery, consisting of different kinds of cloth, some inferior to the pattern, some equal to the pattern, and some, it may be, superior, shall be taken bale by bale, instead of taking the whole as a delivery for a certain purpose under a contract; and the requisition being for certain materials for making up a certain number of tunics, for a certain number of Royal Marines, can the officers consider the delivery under that requisition in any other light than one particular delivery ?—Certainly not; it is one delivery.

3698. Supposing the cloth to be of different qualities, would they be justified in accepting some of it that was good, and rejecting that which was bad ?—Certainly not.

3699. What would that entail ?—The examination of every article.

3700. Would it not also impose upon the committee the cutting off of certain bits of lace, and taking away a certain quantity of buttons, and all other garniture which must be supplied in order to make up this clothing ?—No doubt it would have that effect.

3701. Would not that occasion very great inconvenience if you were compelled to purchase over the heads of contractors anything that was deficient ?—It would; I should consider that it would lead to nothing but confusion in the department; it would be selecting certain articles, and refusing others, and you would have constant confusion in the books as to the deliveries.

3702. Mr. *Brown Westhead.*] Is that cloth sent in in the shape of tunics ?—I believe it is sent in in bales with all the materials for the purpose of making up the number of tunics for which it is demanded.

3703. Sir *Charles Napier.*] Are they all packed up in the same bale ?—I cannot tell you, but I believe not.

3704. Mr. *T. G. Baring.*] Take a requisition for a certain number of ready-made tunics, 1,000. If you look at the specifications of sizes and patterns in the contract at page 9, Appendix 16, you will see the scales of measurements ?—Yes, I see it.

3705. Looking to those scales of measurements, would not the requisition for 1,000 private's tunics consist of a certain number of tunics made up of different sizes, and would not a requisition be made for the purpose of supplying a particular want ?—Yes.

3706. If you wanted to sent out the annual clothing for the Marines in China, you would demand a certain number of tunics of different sizes to meet that demand ?—Yes.

3707. Supposing the contractor to send in 1,000 tunics, and it was found that a considerable proportion, or a certain proportion of those tunics were decidedly inferior to the pattern, what course could the committee of examiners adopt in that case ?—The committee would reject the whole.

3708. Supposing they were to go through the whole 1,000 tunics, and pick out

out those that were bad, and take those that were good, what would be the result?—They would enter into the examination of every article in store, which is quite impossible.

3709. Would not the effect be also that you could not have a supply to send out to the troops?—It might be so; you would be thrown back till other materials were made.

3710. The sizes being different, you would receive an imperfect supply?—Yes; and you would have to re-classify the whole.

3711. What is your objection to the examination of every individual article, and placing the responsibility upon the Board of Marine Officers to pass every individual article that came up to the pattern, and reject every individual article in supply that differed from the pattern?—I think it would occupy such a period of time, that it ought not to be done; it would be doing that which the contractor himself ought to do. It would be selecting his goods, and picking out those that he had thought proper to put in which were not equal to the pattern.

3712. Mr. *Newdegate*.] In your opinion it would be impossible for the committee, considering the other duties they have to perform, to make a more detailed examination of those goods than they do now?—I think it would.

3713. Is it not the fact that the penalty imposed by the rejection of the whole supply is arbitrary, varying only according to the value of that supply?—The penalty, under this contract, is 10*l.* for the rejection only.

3714. Is not the rejection a penalty upon the person supplying?—No doubt of it.

3715. That penalty is measured only by the value of the whole supply?—Certainly; the rejection in itself is a penalty.

3716. Therefore the contractor who supplies a large quantity, is liable to a heavier penalty than the contractor who supplies a small quantity?—No doubt.

3717. Therefore the larger the contract, the heavier the penalty which is to be inflicted by rejection?—Yes, provided that he does not send in the articles equal to the sample, and it is his own fault.

3718. I am accepting the system of rejection which you have described; in that case the larger the contract, the heavier the penalty?—No doubt, if the contractor sends in articles inferior to what he has undertaken to supply.

3719. You mean, as tested by the system of examination at present in use?—There is no doubt; and the larger the contract, and the greater the rejection, the more heavy the penalties by the rejection.

3720. Do not you consider that the rejection of a very large contract may amount to an enormous penalty?—No doubt about it.

3721. Such a penalty as would be sufficient to deter many traders from undertaking the supply of the service?—I do not think that the penalties that have been imposed by the Admiralty, or the penalties which have been included in their contracts, have ever deterred contractors from coming forward.

3722. I speak of rejection as a penalty; my question is this, may not a penalty, inflicted in the rejection and by the rejection, be so heavy as to deter traders from attempting to supply the service?—That must depend upon whether a trader intends to execute the contract honestly or not.

3723. My question refers to the rejection; and I ask you whether, when that rejection is made absolute, that rejection may not amount to such a penalty as to deter the trade from supplying the service?—I cannot answer that question.

3724. Cannot you conceive that that would be the result?—I do not think that we should find it so.

3725. Do you apprehend no danger in case those rejections are frequent, of the trade being deterred from supplying the service?—I do not think so.

3726. Mr. *T. G. Baring*.] Should you not think that if the present contractors, Messrs. Hebbert, had given a tender for another contract, after those great rejections had taken place, that that was sufficient evidence that they did not deter the contractors from offering to supply the service under the same regulations?—I believe they have taken one under exactly the same conditions.

3727. Can you give the date of that?—I think it was the 18th of June.

3728. Mr. *Liddell*.] You stated just now that 10*l.* was the penalty on rejection?—Yes.

3729. Does that mean that each article rejected renders the contractor liable to the penalty of 10*l.*?—No, not each article; that is to say, the delivery itself may consist of 20 articles; it is upon the 20th article that it is inflicted.

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3730. Then I understood that the 10 *l.* penalty only refers to the given supply named in the contract?—Yes, to the rejections.

3731. Mr. *Jackson.*] In the event of a partial examination taking place of the tunics, if a parcel is taken from the bottom, another from the top, and another from the centre, and they are found to be good, would you consider that a sufficient examination of the whole to justify the officers in passing them?—I do not think it would be.

3732. Can you do away with the separate examination of each article?—In the first place, I believe I may say that there has never been an individual examination during the 24 years that this committee of Marine officers has been in the habit of examining clothing.

3733. Do you think that the public is well served by such a casual examination?—I have not heard any complaint whatever of the clothing itself, so far as my experience in the Admiralty goes, for nearly 10 years, and I have never heard a complaint from the contractors.

3734. Is that a proper examination, even when other parcels are looked to?—You must be guided by the average. I do not think it is possible in many cases to examine every article, every pair of shoes, for instance.

3735. Is it the custom to examine and try every musket?—Yes, I think so; and we try every chain cable, because articles of iron require a special test.

3736. Do you think that every pair of pistols, and every musket and rifle would be fully examined?—I do not know; but in the Navy the articles of material importance, such as chain cables, every one is examined and tested.

3737. Sir *Charles Napier.*] If 1,000 tunics are supplied, can you say how many are examined in each packet?—I cannot; that is a matter of detail that does not come under my notice.

3738. Lord *Clarence Paget.*] Supposing the greater proportion of the articles in a contract are good, but there is a very small proportion that are defective; have the officers who compose the committee the power, and is it customary with them to make a special report to the Admiralty, with a view to prevent the total rejection of the contract?—They ought to do so; they have the power to do so if they like.

3739. Do you know any cases in which that has been done?—I am not aware of any.

3740. *Chairman.*] Have any reports been made to the Admiralty of rejection under those contracts?—Yes, the whole of them.

3741. Viscount *Duncan.*] Have you any statement to make to the Committee on the subject of the contract we are examining into?—Yes; I may state it was signed in the month of November. I believe orders were given by the Comptroller of Victualling in December for the required supplies, and in January the present contractors applied to have the time extended, and it was refused, as it was not a fair thing, immediately after a contract was taken, to extend the period of time, as other contractors would naturally expect the same thing. In February the first deliveries were made, and they were rejected by the inspecting officers; they were rejected for several reasons; they were rejected for quality and colour; they were rejected for not being equal to the patterns; and they were rejected for being deficient in weight.

3742. General *Codrington.*] When is the clothing due?—The 23d of April. The latter end of April a complaint on the part of the contractor was submitted for reconsideration on the part of the committee; they made their report: and other condemnations took place; then Messrs. Hebbert applied by a very strong letter to the Admiralty for a reconsideration of their case. The Comptroller of Victualling recommended that they should be referred to the former answer, and that no alteration could be made in the contract. I thought that it was rather hard upon Messrs. Hebbert, as there was no inclination on the part of the Admiralty to be severe towards them: and that I distinctly stated when Mr. Grant recommended that no alteration should be made. Messrs. Hebbert in that letter had stated, "We humbly and respectfully submit to your Lordships that the articles required in conformity with the sealed patterns cannot be procured elsewhere, inasmuch as the cloth must be specially manufactured for the purpose, and that we are prepared immediately to deliver and make good the whole supply, and pray that we may be permitted to do so." I took that letter to the Board, and said, that I thought in that case we ought to give consideration to the contractors, that large condemnations had taken place, and that they had petitioned the Board. I referred the

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Board to this part of their letter, and I said, though Mr. Grant, the Comptroller of Victualling, has reported against any alteration in the terms of the contract, I think that we are bound to give consideration to Messrs. Hebbert; and I recommended the Board to allow them to send in 20 sets of clothing, and that was done.

3743. Mr. *Corry*.] As samples?—Yes, to see what they had; and if they had been received we should have gone further, probably, and have allowed them to send in 100 sets without prejudice as to what had been condemned.

3744. Mr. *Newdegate*.] That is an instance in which, on an appeal being made to you, the superior authority at the Admiralty, you found it necessary to modify the usual practice of total rejection?—I thought it was fair, and I do not know a case where we have had a dispute with a contractor in which we have not given them the advantage, if there was a difference of opinion. I can show the Committee instances where, when penalties have been inflicted to upwards of 1,000*l*., we have remitted the penalties where the explanations were satisfactory. One was for the supply of bread, at the time of the war; which was wanted urgently, but the main shaft of the manufacturer's engine was broken, and in that case we remitted the penalties for non-delivery in time. There have been other cases in which contractors have failed in the delivery at the proper time, as their vessels did not get round to Deptford in consequence of stress of weather, and whenever it has been proved that those vessels had been so detained, we have limited the penalties.

3745. That is a case in which you have, at your own discretion, granted what was virtually an appeal?—Certainly; I do not consider that the principal officer of the department having reported that he thought no benefit ought to be given to the contractor, I ought on my own responsibility to act, but I submitted it for the consideration of the Board itself.

3746. You granted, at your own discretion, virtually an appeal?—Yes, I did.

3747. But the contractor had no claim to that appeal; it was a privilege granted purely at your own discretion, and out of consideration for him?—It was.

3748. In those instances you found it necessary, as a matter of justice, to grant an appeal purely at your own discretion?—I thought it but just, considering the large condemnations that had taken place, and the loss that they would sustain, to give the contractors an opportunity of sending in for inspection a certain number of articles; when they stated they were prepared immediately to deliver and make good the whole supply.

3749. Which amounted to an appeal?—Yes.

3750. Mr. *Liddell*.] You do not go so far as to measure the justice of granting an appeal by the amount of articles sent in; might not an accident occur in the delivery of a small number of articles equally with a large number of articles?—In every case of that sort, where the contractor can show good grounds that it is not his fault that the things had not been delivered, we take that into consideration.

3751. Viscount *Duncan*.] That has been the usual practice of the Admiralty in all cases, has it not?—Yes.

3752. Mr. *T. G. Baring*.] An appeal on the part of contractors is to the Board of Admiralty, is it not?—Yes.

3753. What was the result of this inspection of the 20 sets that the contractor was allowed to put in?—That they were also rejected: "The 20 sets of clothing materials, and 20 privates' blue jackets, and 20 sets of blue trousers were rejected, not being equal in texture; 20 bandsmen's tunics were rejected, and 20 bandsmen's shell jackets were rejected, as being made of damaged cloth; 20 bandsmen's trousers, and 20 serjeants' tunics were rejected, the colour and quality being slightly inferior; 20 serjeants' white shell jackets were rejected, being made of damaged cloth; 20 pairs of serjeants' trousers, the cloth passed, but could not be made up, for want of scarlet for stripes. With regard to the clothing materials in the artillery companies, 20 serjeants' tunics were rejected, the colour and quality being slightly inferior; 20 serjeants' white shell jackets were rejected, as being made of damaged cloth; and 20 privates' tunics were rejected, because they were not equal in texture." This report is signed by the colonel and president of the committee.

3754. After that, what was done as to the execution of the contract?—Orders were given to purchase from other parties, in accordance with the terms of the contract.

3755. What was the date of that order?—I think it was dated in March.

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3756. What was the date of the deliveries under the original requisitions at which they ought to have been sent in?—February.

3757. So that a month was given?—It was a month from the time when the deliveries ought to have been made.

3758. Were you satisfied that the report of the officers examining those 20 sets was a proper report?—I have no reason to doubt the integrity and honesty of the committee in any way whatever.

3759. What took place after this with respect to the contract; did not Messrs. Hebbert petition the Board to release them altogether from the contract?—Yes, and it was refused, as it would have been unjust to other people, and would lead to people contracting with the view of delivering inferior articles, and then being released, if they found they could pass the examination.

3760. Mr. *Jackson.*] Is there not a penalty of 5 per cent. upon the total value, in addition to penalty upon rejection, of 10 *l.*?—No, that was subsequently. The question of contracts was considered as to penalties by a committee at the Admiralty, and the 10 *l.* penalty, which was thought severe, was altered to 5 per cent. upon the value under a contract. In the case of Messrs. Hebbert, I think 10 *l.* was the penalty; but all other contracts subsequently to February last have been made with penalties of 5 per cent.

3761. Is it not a regulation of the Admiralty, that persons tendering shall be the manufacturers of the articles that they tender for?—No, there is no condition of that kind.

3762. Mr. *T. G. Baring.*] You stated that the request to be released from the contract was refused?—Yes.

3763. You have seen Mr. Grant's evidence before the Committee, have you not?—I have not read it; I was here part of the time when he was examined.

3764. You are aware of the rejections which took place on the 25th of April, and of the further correspondence that took place about them?—Yes.

3765. In answer to Question 1999, a letter appealing against the rejections was put in, and in that letter Messrs. Hebbert requested that the articles should be re-examined by certain parties either from the trade or the Government inspectors at Weedon, or cloth-workers and the Government inspectors combined; will you state to the Committee upon what grounds that appeal to the Board of Admiralty for re-examination was refused?—In the first place, the Board of Admiralty have every confidence in the examining officers at Deptford; and, in the next place, it is totally unusual for any appeal to be made with regard to calling in a third party; such a thing has never been done in any case.

3766. With regard to calling in persons engaged in the trade, what reason is there for objecting to that?—Because I have always found that really when any serious complaint has been made of the articles delivered in, and when contractors have appealed strongly, and sent in certificates, and have written strong letters, stating that they were willing to submit their articles to inspection, the Admiralty have been in the right. There is one case which has been mentioned to the Committee, which was the case of the condemnation of flannel. I do not mention the names, it is not necessary; but that was, I believe, a contract for 150,000 yards of flannel; our inspecting officers reported that that flannel contained cotton, and the party was informed of it, and he denied the fact, and he said that no such thing ever existed. The flannel was analysed by our store-receiver; but not wishing to act upon the opinion of a person who was not a practical chemist, I went to Sir Charles Wood, and I said, "Here is a case of 150,000 yards of flannel, which is reported by the receiving officer to contain cotton, and to be inferior to the sample; can you inform me where I can have this analysed by any Government department?" He referred me to the Board of Inland Revenue, and he wrote to the chairman (the late Mr. Wood), and samples were sent to him, which were referred to Dr. Lindley, and they were analysed by him, and every single sample of that flannel, and there were five of them, was found to contain cotton, except the pattern sample; and the contractor was very glad to take his flannel back, and he paid penalties amounting to 210 *l.* I can give the Committee another case where a party had to deliver a large quantity of blue cloth, which was reported not to be according to the conditions of the contract; instead of being indigo-dyed, the weft was dyed with indigo, and the warp was dyed with logwood; that contractor took back the whole, and he was fined 414 *l.*, and he paid the money; and there was a third case of the same kind, in which we found the cloth had been dyed with spurious articles and the contractor took the whole away, and was fined, and paid 108 *l.*; but wherever

wherever we have had a dispute upon the receipt of clothing on the part of the Admiralty, we have always proved that our receiving officers have been right.

3767. In those cases were there not strong testimonials from the trade that those articles were according to the pattern?—Yes, both personal and written; and the certificates were very ingeniously worded, considering that it was "indigo colour," but they did not say whether it was "indigo dye."

3768. Mr. *Newdegate.*] If I understand you correctly, the Admiralty made use of the appeal in order to test those goods; but they did not allow the contractor to have an appeal as against themselves?—No, they did not; they had confidence in their own receiving officers. I quoted those cases which were disputed points, and in which we proved that our receiving officers were right; but it was not an appeal, but a further investigation for our own satisfaction.

3769. Mr. *T. G. Baring.*] You saw the reports of the committee of officers, which was assembled at Deptford, and afterwards at Woolwich, to re-consider their reports, and were you satisfied that those reports established a case which did not require further inquiry?—I was. When the reports came up, I read the whole of them. I went over the whole of the condemnations, and I thought that it would be well that the whole of the circumstances should be minutely gone into again; and I wrote a minute, of which this is the original, desiring "Colonel Wesley to call from the inspecting officers for a very full report of all circumstances attending the delivery of the marine clothing under the contract of Mr. Hebbert, and any circumstances which may have come to their notice during the inspection of the clothing, which led them to condemn the same as unfit for the service; and if any attempt was made by the contractor, or his agent, to mislead the inspecting officers, or to pass articles of an inferior quality." I thought, after all the references that had been made, that it was my duty to call for a general report upon the whole of the circumstances.

3770. That report has been put in before the Committee?—I do not know: our wish was to act perfectly fairly by Messrs. Hebbert in every way; our advertisement for the contract called for public tenders, and we received five tenders, of which Messrs. Hebbert's was the lowest; and it has always been the practice to take the lowest tender, when the party making it says, "I am willing to deliver you the articles in agreement with your samples and patterns, and to enter into a security of 3,000 *l.*;" I say that it would have been unjust if we had refused him, and taken the next party, Messrs. Dolan, who had satisfactorily performed other contracts, and refused Messrs. Hebbert; they probably would have been the first parties to have come here and complained of the partiality of the Admiralty in not accepting their offer.

3771. With respect to the presence of contractors at the examinations, what is your opinion?—It is most objectionable, either the contractors or their agents.

3772. Have you any suggestions to make as to any alterations that could be made in the system of examination?—I think that some alteration is required, in consequence of that letter of the 17th of December; I think that has been misunderstood by the Committee, and it will be my duty to put that right.

3773. With respect to the construction put upon that letter by the Committee, you were present at the last examination, were you not?—Yes.

3774. Is it not the fact that those questions that were put by members of the Committee as to the per-centage, or one bale out of 10, were hypothetical questions?—Yes.

3775. In the case of the rejections under the Messrs. Hebbert's contract, has it not been stated by the Board of Officers that those rejections were made on broad and general grounds?—Yes.

3776. General *Codrington.*] Do you not consider it necessary, for the purpose of ensuring the proper fulfilment of a contract for the public service, that the decision of the committee of inspecting officers should be final and absolute, and not liable to be upset by any right of appeal on the part of the contractor against that decision?—Most decidedly.

3777. Mr. *Newdegate.*] The present system of contracts is a system of open contract, is it not?—Perfectly so.

3778. Has your attention ever been drawn to the system of having a selected list to whom the opportunity of tendering should be offered in the first instance?—I do not think that would be fair to the trade generally; I think the more open you can throw the contracts, the better, so as to give competition, and to give every

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man a chance. I think it is better to go to the public at once; and when you do accept the lowest tender, it is your duty to inflict penalties to prevent people coming forward improperly.

3779. You consider that the system of open tender entails the necessity of accepting the lowest price?—I think it does, unless you find that the party who makes the lowest tender is a man of straw, and that we have found. On private inquiry, we have found parties who had neither capital nor credit; and in such cases we have passed them by, and taken the next. We may also find that it is a young house without much capital, and we consider that they may be unable to execute the whole amount of a contract; and in that case we have taken two parties, and divided the contract between them.

3780. Virtually, in those cases you depart from the absolute system of open tender?—No, it is still an open tender; we maintain a power of doing whatever we consider best for the public service.

3781. Is it known to the public that you retain that power?—I believe so; I do not think we advertise that; we are not bound to take the lowest offer.

3782. Practically, you find the power of selection essential to the good of the service?—Decidedly; and whenever we see that it is for the good of the service, we do select; but I do not think we have exercised that power more than three times.

3783. Do you believe that that practice is known to the trade?—I think it is.

3784. Practically, you do exercise selection?—Yes, if the parties tendering are not competent to execute the contract.

3785. That is, if you have reason to think so?—Yes.

3786. Then you use the power of selection?—I have done so.

3787. I ask you whether the system of fixing the price, and then requiring samples, so as to reduce the competition to a competition for quality, and not for price, has not some advantages?—I have not considered the subject in that light, and I cannot give an opinion at once upon it. That I believe is the French system.

3788. Are you aware whether that system is not practised at Weedon?—I do not know.

3789. Your attention has not been drawn to that subject?—No.

3790. Mr. *Liddell.*] Do you, in all cases, when you accept the offer of a contractor to supply a certain article, examine into his capability of fulfilling that contract?—No, not unless we have any doubt; I may say that, generally, the parties are well known by name in the trade; in the case of Messrs. Hebbert, that is a house well known.

3791. Suppose the case of a contractor whose name you did not know, you would think it your duty to make that inquiry?—Yes. I will quote a case that occurred about four years ago: I found that the party tendering was a common working tailor, in a low house at Woolwich, and that he was not a party that we ought to give the contract to.

3792. You have heard, I presume, of the term "office list"?—Yes, I have.

3793. You are aware that the practice exists in some departments of selecting from that office list the names of those persons who shall be chosen to supply?—Yes.

3794. Have you taken the trouble to compare the result of that system of selection with the system of open contract which you pursue?—No, I have not.

3795. Is it a desirable thing for the public service that two distinct systems should exist at the same time?—They do not operate against each other.

3796. We have it in evidence that there are two distinct ways, both of furnishing the contracts and examining the supplies, now in existence in the public departments?—It is so, and when the Committee go into the question of Naval Contracts, that is one of the things that will come before them; we have different modes or systems of contracts; with regard to hemp, and iron, and other large store contracts, a different system is pursued from the Victualling Department, which principally contracts for perishable articles, and the whole system of penalties is therefore totally different.

3797. You seem to think that it is absolutely necessary for the public service that those different systems should exist?—Yes.

3798. *Chairman.*] With regard to your system of clothing, you do not always obtain your clothing by public contract?—I do not know of any other.

3799. Take your Dockyard battalion; how did you clothe them?—I do not know;

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know; that was when I first came to the Board; that was an entirely new arrangement; it was a new corps that was formed. I believe that the uniform was then made up by the party who made the pattern, and having made them, it was considered fair to give him the contract.

3800. The whole equipment of that force was supplied by one firm, I believe?—I think it was.

3801. What was the amount of that force?—I think the whole force was about 10,000 men.

3802. It was a contract for somewhere about 40,000 *l.* or 50,000 *l.*?—Yes, that was an exception to the rule; it was in the formation of a new corps.

3803. Sir *C. Napier.*] You say that if the contractor is a man of straw, you reject him?—Yes.

3804. If he finds security, do you reject him also?—Yes, we do; if we find that the man has not been used to make the supplies, who has never been a contractor before, and who has no capital of his own, or experience, we do reject him.

3805. Do you think that a man of that description could get security to the amount of 2,000 *l.* or 3,000 *l.*?—He might; the only exceptions that I know to that case is about three in ten years.

3806. Were you present as captain superintendent when this contract was made?—I was; I believe I signed the acceptance of it.

3807. Were you present when the tender was opened?—I cannot now recollect; I may have been, but I was present when the tender was decided.

3808. Who are present when the tenders are opened?—The tender box is brought in at one o'clock through the board-room, and the Comptroller of Victualling keeps the keys of the box. There is present one of the chief clerks, of which there are two, and the contract office keys are delivered by Mr. Grant to the chief clerk of contracts, who opens the box, either in my presence, or, if I am not there, in the presence of another principal officer.

3809. Are two principal officers present?—Generally; it is not requisite; it was requisite at one time, before the contract officer was directed to attend for the execution of those duties, about three years ago. The chief clerk of the contract office did not then attend, but it was placed on the same footing as the storekeeper-general. The tenders are taken out, and opened by the chief clerk of contracts; there is a book on one side, and the treaty papers on the other, and he reads out respectively every tender, and they are written in a book; no tenders are accepted unless the superintendent Lord is present, and has investigated the different tenders.

3810. Who are the officers that are obliged by law to be present when the tenders are opened?—I do not know that there is any law in the case.

3811. When the Admiralty was formed upon the present system, and the Navy Board was abolished, did not the Act state who was to be present when the tenders were opened?—The tenders are all submitted to the superintendent Lord afterwards.

3812. Are you aware what the Act states?—I do not recollect exactly the wording of the Act of Parliament.

3813. Have you got the Act of Parliament?—Probably I have at Whitehall.

3814. Will you put it in?—Yes.

3815. I mean the Act relating to the Admiralty after the reform that took place in 1832?—Yes.

3816. Viscount *Duncan.*] You stated, did you not, that in the case of the rejection of contractors' deliveries, you object to any appeal from the decision of the Government in such cases. Will you explain a little more fully to the Committee your reason for objecting to such an appeal?—I object to the principle, because I think that the Admiralty have no reason to doubt the impartial proceeding and judgment of their own receiving officers. They are there for that specific purpose, and, holding the position they do, we consider that they are perfectly competent to discharge those duties. I think it would be very dangerous to admit that, upon every rejection that takes place, you were to submit the decision of that committee to gentlemen connected with private trade.

3817. You consider that practically that would cause inconvenience to the public service?—I do; I consider that practically it would cause the greatest inconvenience; it would lead to constant correspondence and differences of opinion upon those matters.

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3818. Are the contractors, at the time of entering into their contracts, made aware that there is to be no appeal from the decision of the Government inspectors?—No; but the custom of the service has been so from time immemorial, and no change has been made in it.

3819. Are the Committee to understand you to say that Messrs. Hebbert and Co. have sent in a tender for a new contract since the marine clothing was rejected?—They have. Here is a copy of the treaty paper. It is a small contract: "We hereby agree with you to supply and deliver into Her Majesty's Victualling Stores at Deptford the following articles, or any one or more of them, or such portion or portions thereof as you may require; that is to say, cotton shirts, at 2*s.* 3*d.* each, in the several proportions, and within the several periods, and subject in all respects to the several conditions specified in the form of contract exhibited in the lobby of the department of the Comptroller for Victualling, at the Admiralty, Somerset House, and which I have inspected, or hereby admit I have inspected. I also agree to execute an instrument in the Admiralty form of contract for making such supplies and deliveries, and to enter into a bond to Her Majesty in the penalty," &c.

3820. What is the date of that?—The 18th of June 1857.

3821. On referring to the evidence, I find that Mr. Bischoff, one of the partners in the firm of Hebbert & Co., being under examination, was asked by Mr. Philipps, referring to the rejection of the marine clothing, "After that, would you make any more contracts with Government?" and his answer is, "Certainly not upon any such terms as our present one;" are the terms in the contract which you are now referring to as stringent as the terms in the contract for the marine clothing?—To the best of my belief, they are the same.

3822. Did Messrs. Hebbert & Co. make any complaint or representation to you with respect to the stringency of the terms of the contract, at the time of sending in their second tender for entering into the second contract, on the 18th of June 1857?—None to me, nor have I heard of any.

3823. *Chairman.*] Has a private of marines, if he has a bad article of clothing supplied to him, any court of appeal?—Yes, to the captain of his company, and the commandant.

3824. Mr. *Liddell.*] You have had experience in these matters; do you know of your own knowledge of any great firms formerly in the habit of taking Government contracts, who, in consequence of the severe examination to which their goods are now subjected under the present system, and the absence of all power of appeal, have ceased to tender?—None whatever. I believe I am speaking really what is the case now, but which, perhaps, may be gone into hereafter, that our public mode of advertising and receiving tenders has increased the number of parties tendering, and that it has in no way deterred any house from tendering.

3825. It is quite compatible with reason that it should have increased the number of parties tendering; but what I want to know is, has it deterred those who under the old system would have tendered?—I am not aware that it has.

3826. *Chairman.*] I asked a question of one of the witnesses, but he could not answer it; it was this: How many consecutive years did Messrs. Dolan & Co. supply the clothing to the Marines?—Their last contract was for three years and a half.

3827. Was it a continuous one?—Yes; the terms being that it should be for one year certain, with three months' notice from either party; but during the war it was considered inconvenient to stop the contract.

3828. Mr. *T. G. Baring.*] Is it not the fact that the same system has always been in use for supplying the Marines, or has there been any change?—None whatever; the system has been constantly the same for the last 24 years.

3829. *Chairman.*] The quality of the clothing has always been left to the officers of Marines to settle?—Whenever a contract is going to be settled, and a new one taken, the Comptroller of Victualling immediately informs the Commandant of Marines, and asks him if he has any alterations to make, or suggestions to offer as to a change. The last year's new clothing was fixed consequent upon a change in the line. The Colonel-Commandant obtained samples of the new clothing, which were submitted to me and another member of the Board of Admiralty, and they became sealed patterns.

3830. You consider the officers of Marines competent judges as to how their corps should be clothed?—Yes.

3831. General *Codrington.*] The limit being the Government limit as to the expense in the first instance?—Yes.

Charles Bischoff, Esq., called in; and further Examined.

3832. *Chairman.*] IT is in evidence already that your firm has been in existence somewhere near 80 or 90 years?—Over 40.

3833. How long have you been a partner in it?—I have been an active partner for about four or five years.

3834. You have either received a copy of the evidence, or you have heard the evidence that has been given in this room, touching the present contract in which you are engaged for the Admiralty?—Yes.

3835. Are you prepared, in vindication of your firm, to make any statement to the Committee?—I am extremely anxious to do so. I perhaps might be allowed at first to express to the Chairman, and the honourable Members of the Committee, the extreme regret of my partners and myself that any personal questions of ours should have occupied any portion of your time. The personal part of it was not introduced by us, but has arisen entirely from the evidence of Mr. Grant. Mr. Grant in his evidence (and it is summed up in the report which he presented to his superior officer) at page 20, has used these words: "Upon a careful review of the whole of the circumstances of this case, and after the full investigation it has undergone, it appears that Messrs. Hebbert & Co. have attempted to impose upon the Government by tendering articles inferior in all respects to those which in competition with other persons they contracted to supply; that they have systematically endeavoured to evade the fair and just requirements of their engagements, failing in which, they have assailed the characters and conduct of the officers appointed to inspect their supplies; and that they have even descended to a disgraceful deception, in disguising the real condition and quality of some of the damaged cloth, which they attempted to pass as conformable in every respect to that which they had engaged to furnish." Now, those are charges against a house which has stood, and has prided itself upon fulfilling all its business engagements with the highest honour and integrity for very many years. They are charges which no house can quietly submit to, without using every endeavour on their part to correct and explain. I believe I shall be able to satisfy this Committee that not one particle of that statement is true, and the very first information that the house had that such a feeling existed in the mind of any Government officer was communicated to us on the day when Mr. Grant gave his evidence, namely, the 22d of June. We had not the remotest conception that such a feeling prevailed in any Government department; we were horror struck at it, and immediately took the liberty of addressing a letter to the Committee; I believe I shall be able to satisfy this Committee that the goods we did supply under our contract were in all respects fully equal in quality to the sealed patterns, and that, so far from any attempt being made by us systematically to evade the Government requirements, every endeavour was used by us that man could use to supply even a better article than the sealed pattern, and to accomplish the order. I have now got in this room the manufacturers and makers of all the goods from Yorkshire; I have brought them all up, and they will produce the instructions, if it is requisite, before this Committee that they received from us and from our servants, which will satisfy any tribunal (and, as far as I and my partners are concerned, we are perfectly satisfied with this tribunal), that we have used every endeavour that man could use; I will further show that many of the witnesses have said that the same things were sent in over and over again; I will produce our porters before you, our foreman, and parties from the warehouse, to show that not one single piece of cloth has ever been sent in twice over; I will request, when we come to the 16th of March, further to explain this part of the story, because none of those goods were sent in a second time, but to have a re-inspection, and, as a matter of necessity, they have been of the same quality that was previously sent in, otherwise there would have been no re-inspection at all; I hope I may be allowed to explain a few general points in the contract, as it may save a great deal of time of the Committee; of course I am quite prepared to answer any questions that any honourable Member may put to me. This contract was dated the 28th of November 1856; it was to supply the Marines principally; the whole of the cloth was a new quality of cloth, such as had not been used in any previous contract, the consequence of which was, that there was none in the market, and we could not go and procure a supply; it had all to be made: some witnesses have also stated—I think it was Mr. Grant—that the requisitions sent in to us were

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for small supplies; the requisitions came to us on the 2d, 10th, and 13th of December, within 10 days of our contract. The requisition on the 10th of December was for a supply within two months for no less than 6,000 men, and that to be done in two months in the depth of winter, and in the Christmas holidays, and uncertain weather of every kind. The honourable Members of the Committee are not probably aware, that in the manufacture of cloth, particularly scarlet cloth, severe winter weather may throw you back very easily, and with very little difficulty; the consequence of which was, that on the 16th of January we wrote a letter, which has been referred to, to the Comptroller's Department, asking for an extension of the time. On the 20th of January we received a reply from Mr. Grant, and it now turns out from Mr. Grant's evidence at page 10, Question 2310, that the Government themselves, in the department of Mr. Grant had been applied to so long anterior as the 16th of October 1856; more than two months before the requisition was made upon us. The Lieutenant and Quartermaster at the barracks at Chatham had applied to him for those goods before; we felt then, and feel still more strongly now, that it was not reasonable to expect any house to furnish a supply for 6,000 men, beginning the contract on the 10th of December, and to get that material completely ready in two months. There are parties here now ready to state to the Committee, that, with all diligence, no cloth can be manufactured and dyed in the way that red cloth is required to be dyed in the piece in a less period than six weeks, under the most favourable circumstances; the consequence of which was, we felt justified in the application we made for an extension of time: other correspondence took place, and we were called upon to make some small supplies, which we did; we endeavoured to comply in every way with the Government requirements; we made our deliveries on the 29th of January, the 30th of January, and the 2d, 3d, 5th, and 10th of February. The contract consists in bulk of privates' red, Oxford black-gray, privates' blue for facing, white kersey and serge, and also artillery blue for the tunics; that is the bulk of the materials that are required. The deliveries, as you will see, if you refer to the different minute requisitions specified in the Appendix, No. 6, cover an enormous multitude of small articles running over a very large number; but in quantity, the different materials that I have specified, embrace the bulk of the contract.

3836. *Chairman.*] How do the requisitions of October 1856 affect your contract?—My only reason for referring to that, was to show that the Government themselves were two months behind, and were necessarily pressing rather severely upon the contractor. Had the matter gone forward in the ordinary course, that supply of the 16th of October would have been furnished anterior to the present tender; but it was, I presume, in consequence of the Government having decided to change the patterns, I mean the quality of the cloth. Our delivery of black-gray was complete at that time, and of the privates' red we delivered 4,000 out of the 9,000 yards; of scarlet we delivered about half, and the inspection took place on the 13th of February. The result of that inspection is set out in Mr. Grant's evidence, at page 107, in answer to Question 2316; and if I may be permitted to go through that, I will do so in a few words. I should like to go through the statements upon that rejection. In the first place, I was glad to hear, this morning, Lieutenant Wolrige correct his evidence, that weights had been attached to the cloth. No weight whatsoever was attached to the cloths when they went away from us, but we believed that they were all fair average weight. Lieutenant Wolrige, and also the master tailor, have told you that the variance of six or eight ounces in a piece weighing 70 pounds is a fatal cause of rejection. Now we are this very day bound to send down, and deliver at Deptford, cloth that was weighed last week, and was full weight, and this morning is light, because of the intense heat we have had during the week. A week's rain will of course make a variation of a few ounces in so many pounds. The first rejection that you have in that list is 300 pairs of serjeants' stockings. Now those were rejected, being one quarter of an ounce per dozen pair light, that is, $\frac{1}{288}$th part light in weight, a dozen weighing 72 ounces, 6 ounces a pair.

3837. Sir *Charles Napier.*] Is that in evidence?—Yes; the real question, if I understand it right, before this Committee, is, are these inspections fit, and proper, and advisable? therefore that is a fact that I am pointing out, how the contractors are treated under those inspections; 21 drummers' tunics were not equal to pattern.

3838. You have stated in what degree the first were light; can you state the lightness, also, of the 21 drummers' tunics?—They are rejected as not being equal to

to pattern and quality; the boatmen's shirts are rejected, the stripes differ from the pattern; the honourable Member will know what the boatman's shirt is; those of ours were five stripes to the inch, instead of four, the consequence of which was, that the shirts were rejected.

3839. Had you not better state what the pattern was?—Four stripes to the inch; ours had five; then there was at that time a very large rejection of kersey for the privates' drill jackets. We were made aware, on the evening of the 13th, that we had a considerable rejection; kersey was an article which, of course, we did not make, but we gave instructions to Messrs. Turner & Sons, of Luddenden Foot, near Halifax, who had made, as we believed, the supply for the previous contractor, to make this supply to fulfil that part of the contract for us, 10,000 yards: this must come under the general remarks upon the cloth. This kersey story is disposed of in a few minutes; it runs through other parts of it. I shall not again refer to the kersey after I have now closed it. We immediately wrote, knowing that the whole of the kersey was rejected as not equal to the pattern in weight or quality, to Messrs. Turner, to apprise them of it, and on the following day they wrote us in this way: "Yours of the 13th is to hand; are much surprised about the white kerseys; we are quite sure these goods are fully, and more than up to the pattern in every respect, both in quality, make, and weight, and every piece weighed full 54 lbs.; when we sent them to Dolans the weight was only 51 or 52 lbs. per piece" (these being 54 lbs. per piece), "and we never had any complaints at all. We think it is something else which hinders them from passing; at any rate we cannot make better or heavier goods. We enclose invoice of 80 serges, and will send 120 pieces on Monday, and the remainder, to complete the order, in a few days." Knowing that these parties had supplied the contractor for so many years we considered that we were perfectly safe in their hands.

3840. Viscount *Duncan.*] What was the date of the letter?—The 14th of February.

3841. Mr. *T. G. Baring.*] You will put that letter in?—Certainly. I have one letter from the Comptroller missing, dated the 18th of February; we sent in a request that we might be supplied with a copy of it, we received that letter on the 19th. My only reason for asking for it was, that perhaps the Committee would wish that our reply should appear.

3842. Is that a letter from the Admiralty?—Yes; it was a letter from the Admiralty, informing us of the rejection; it was dated the 18th of February. On the 19th we addressed Mr. Grant in this way: "We have the honour to acknowledge receipt of your letter of 18th instant, informing us that, having failed to comply with the conditions of our contract for Marine clothing, it will be necessary to obtain supplies from other parties, and to charge us with the excess cost, and with the penalties we have incurred." It was an ordinary letter, that we were liable to penalties, and so forth. "As we have every reason to believe that the supplies in question have been manufactured with the greatest attention to pattern and quality, and, in fact, are so, we beg to be favoured with the copy of the report of the Board, showing the nature, extent, and reason of the rejections, to enable us to form some opinion thereon, and to take any other measures before the penalties alluded to are enforced. In the meantime, to prevent the further penalties named in our contract being imposed upon us, we have sent to withdraw the whole of the rejections. We have, &c. (signed) Hebbert & Co. T. Grant, Esq. Comptroller of Victualling, Somerset House." To that we get no answer for several days, and on the 26th of February we wrote again: "We have the honour to refer you to our letter of the 19th instant, respecting the rejections of the clothing in materials that we have delivered at the depôt stores, under contract, for the Royal Marines. The serious consequences of the delay that has taken place, if it should be the opinion of the Board of Admiralty that we are subject to the fines and penalties, is a matter that occasions us much anxiety, and we are therefore the more eager to be furnished with the grounds upon which the Board have formed their opinion as to the quality of these supplies. We would further remark, that on taking this contract we had determined on giving the most careful attention to its execution, and are satisfied that, on the quality and colour of the cloths, we are in every way equal to the sealed pattern given us for our guidance, and of this we are prepared, if necessary, to furnish you with the fullest evidence. To attempt to match these cloths more exactly than we have done would be quite impossible. In consequence of our anxiety to meet your request of the 15th January, and to make our de-

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liveries as early as possible, it is probable some of these cloths have been incorrectly measured by us, causing some of the weights to be under average. With reference to these cloths and our letter to you of the 16th instant, and your reply of 20th January, we beg your permission to be allowed to replace them, together with the whole of the clothing required to complete your orders, dated 2d, 10th, and 13th December," (which we had not supplied the whole of). "This we will do immediately, as the cloths have remained in our warehouse since the date of the last inspection. We have now for so long a period been engaged as army contractors, and have had the honour of clothing, under the patronage of the colonels of Her Majesty's regiments of the line, a great number of regiments, equal to near one-half the entire of the infantry, that we feel we need not remark either on the respectability of our establishment, or its capability for carrying out a contract of this magnitude, and it requires only that the endeavours which we are using to prepare the supplies under this contract in every way equal to the engagements we have entered into, should have a reasonable and fair consideration, awarding to us such an amount of confidence from those whose duty it is to inspect the supplies, as will prevent unnecessary rejections, and ensure the success of the undertaking. We have, &c. (signed) Hebbert & Co.—T. Grant, Esq., Comptroller of Victualling, Admiralty." On the 27th of February we get a reply, which was the first time we received the particulars of this rejection, which is printed in Mr. Grant's letter.

3843. Mr. *Brown Westhead.*] What was the date of your letter?—Our first letter was the 19th of February, and then again on the 26th, and on the 27th we received this letter; we had two letters on the same day in reply: "Admiralty, Somerset House, W. C., 27th February 1857. Gentlemen; In reply to your letter of the 19th instant, I transmit herewith a statement showing the causes of the rejection at Deptford, on the 13th instant, of certain articles of Marine clothing tendered for delivery under your contract." That encloses the statement which is given in Mr. Grant's evidence.

3844. General *Codrington.*] The proceedings of the Board?—The nature and causes of the rejection.

3845. Not the official proceeding of the Board?—No; that was long after. We never saw that till it was produced in evidence here: "In answer to your letter of the 26th instant, I have to refer you to the conditions of your contract for the supply of Marine clothing, and to my letter of the 18th instant, and to acquaint you, that the penalties you have incurred will be inflicted; observing that measures have been taken for procuring elsewhere the articles required in lieu of those which have been rejected under your contract." That is signed by Mr. Grant; so that, within 14 days after the first inspection, notwithstanding our letter of the 19th of the same month, we are apprised that measures are then taken for the purchase of those goods from other parties. We had no opportunity in any way of communicating with the parties; on the same day when the details and particulars of the objections are forwarded to us: on the same date we are apprised that steps had been taken to buy them from other people. Under the contract we are to pay all the difference between our contract price and whatever price is paid to other people, and that is the severest portion of the penalty, as you will see when we give you the figures, showing present position. On the 28th, the day following, we wrote to Mr. Grant: "We have the honour to acknowledge the receipt of your letter of the 27th instant, informing us that the penalties we have incurred under the contract for the Royal Marines will be inflicted, and that measures have been taken for procuring elsewhere the articles required in lieu of those which have been rejected. In reply, we respectfully beg leave to request that these measures may be suspended, pending an answer to our petition to the Lords Commissioners of the Admiralty on the subject." We then, with as little delay as possible, presented a memorial to the Lords of the Admiralty, which is printed in the Appendix, but was not laid before the Committee.

3846. Mr. *Brown Westhead.*] What is the date of that?—The 3d of March; it is addressed to the Secretary of the Lords Commissioners of the Admiralty: "Sir; We have the honour to state to you, for the information of the Lords Commissioners of the Admiralty, that we tendered for the supply of clothing for the Royal Marines, and on the 28th of November last were informed by the Comptroller of the Victualling Department that our tender had been accepted. On the 2d, 10th, and 13th December last, we received several requisitions on this contract for delivery of a large supply within two months of these dates. The whole of these

these cloths had to be manufactured, and we accordingly took the opportunity of submitting that this was not a reasonable time," those words being used in the contract, "being the first adoption of a new character of cloth; but that we would deliver as soon as possible. On the 15th January following the comptroller requested that we would hasten a portion of our deliveries, as they were much required for the Chatham Division; to which we replied on the following day: 'We have the honour to acknowledge receipt of your letter of the 15th instant, and beg to state it shall have our immediate attention; we will send down the cloth and materials ordered in your letter of the 20th ultimo, as well as a portion of the order dated the 10th ultimo for divisional companies. We take the liberty to solicit the Lords Commissioners of the Admiralty for an extension of 21 days upon your orders dated the 2d, 10th, and 13th December; this, we trust, may be allowed to us in consideration that the whole of the supply of cloth required is of a new pattern and quality; and also in consideration of the large requisitions that were made upon us but 10 days after the acceptance of our contract, leaving us but a short time to prepare for them. Our present difficulty will not occur in future, as we have now completed our preparations to execute all further demands within the time specified in our contract. We beg to add that, if it shall please the Lords Commissioners to grant our request, we will still endeavour, if found possible, to deliver to the original time; but the late changeable weather renders the process of drying difficult to work with any degree of certainty as to time.' To this letter we received a reply on the 20th January, as follows: 'In reply to your letter of the 16th instant, I have to acquaint you that your request to be allowed an extension of time for the delivery of the articles of marine clothing, &c., demanded under your contract on the 2d, 10th, and 13th ultimo, cannot be complied with; but that any circumstances as to non-delivery in time will be considered after the articles should have been received.' We commenced our deliveries on the 29th January, and on the 18th February were informed by the comptroller that our deliveries had been rejected, from a portion of them not being equal to the sealed patterns. Having prepared the whole of the articles comprised in the contract with the greatest care, and feeling satisfied we had equalled the sealed patterns in quality, we wrote the comptroller on the following day, stating our impression, and requesting that we might be favoured with a copy of the report from the Board upon which these rejections were made; and not having received a reply to our letter, we renewed our application on the 26th ultimo, and requested further, that we might be permitted to complete our deliveries in the orders dated respectively the 2d, 10th, and 13th December last. On the 27th ultimo and 2d instant, we were informed by the comptroller that the penalties would be enforced; and that measures had been taken for procuring elsewhere the articles rejected by the Board. In confirmation of the opinion we had expressed to the comptroller in our letters of the 19th and 26th ultimo that our goods were equal to the sealed patterns, we enclose you a letter addressed to us by two of the largest Yorkshire manufacturers, who are perfectly disinterested in this question, and who happened to be in London attending the wool sales, accompanied with a letter from Messrs. Perrott and Watts, who are not manufacturers, but professional examiners of cloths. We humbly and respectfully submit to their Lordships that the articles required in conformity with the sealed patterns cannot be procured elsewhere, inasmuch as the cloth must be specially manufactured for the purpose, and that we are prepared immediately to deliver and make good the whole supply, and pray that we may be permitted to do so." The following were the letters referred to, "24, Tenter-street, Little Moorfields, London, March 4th 1857. Gentlemen." It is addressed to Messrs. Hebbert and Co. "Having examined the undermentioned cloths and compared them with the patterns to the best of our judgment, they are as follows: marine cloths; red and wool-dyed blue." These are the two, and they form the large bulk of the supply. "Quality and colour equal to pattern; band cloth;" the white cloth of which the Committee have heard so much, "superior to pattern. Scarlet, equal to pattern in quality, and if scarlet be the colour wanted, then the colour is better than the pattern. Blue facings, not so good in quality, but far superior in colour to pattern." So that we were only really wrong in, comparatively speaking, the small point of blue facings. Mr. William Cheetham, cloth manufacturer, Calverley, near Leeds, and Charles Hainsworth, a cloth manufacturer, Farsley, near Leeds, wrote thus: "Gentlemen, according to your request we have most carefully and minutely

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examined the undermentioned cloths (which we were informed had been supplied by you to the Admiralty under a contract with that Board) with the sealed pattern, the following is the result of our inspection. Privates' reds: we are of opinion that these are fully equal in quality, colour, and make to the pattern. Scarlets: we give the same opinion in these as to the quality and make; the colour, though not an exact match, we consider to be as good." The other party said that the colour was superior dye. "Wool-dyed blue cloth, privates': we consider these to be fully equal in quality, make, and colour to the pattern. Band white: we consider these to be equal in make and appearance, although not quite so soft as the pattern." That would be in the dressing, all of which could have been easily remedied in any future supply if we had been informed of it, the same as is ordinarily done between merchants contracting. "Blue facings: these are fully equal in quality, but are not all of one shade in colour; this may be easily rectified by re-dipping the light ones in a blue vat. White kerseys: fully equal in quality and make to the pattern."

3847. Mr. *Liddell.*] Did you bring those testimonials under the notice of the Admiralty?—Yes, in the memorial which I have just read; they were attached and sent in with it. Previous to that being done, we had asked Mr. Grant, on the 28th of February, to suspend the decision until we got an answer to the memorial, Mr. Grant says, in his answer of the 2d March, "With reference to your letter of the 28th ultimo, which has been laid before their Lordships, I have to acquaint you that the measures which have been taken for procuring elsewhere the marine articles required in lieu of those which have been rejected under your contract cannot be suspended, the articles being urgently required for the service." Then we wrote again to Mr. Grant on the 4th of March. "We have the honour, with reference to our letter of the 16th, and yours of the 20th January, to request that, under the circumstances therein alluded to, an extension of time may be granted to us, and directions be given to the storekeeper." This was in accordance with the contract. The storekeeper could not receive any goods after the 10th of February. Supposing we send down a waggon load on the 11th, he cannot receive them, because the two months have expired; therefore we were anxious to get permission to send in the balance of the goods which we had failed to supply on the 10th of February, "and directions be given to the storekeeper to receive for inspection the articles required to complete your orders dated the 2d, 10th, and 13th December last. We also beg leave to request that the articles reported on by the Board, and passed as equal to sealed pattern, but rejected as not complete." A great deal had been passed on the 13th of February, but was rejected because it was not complete; for instance, the black-grey cloth was rejected because the scarlet stripe, or the material for it, was not approved of. "We also beg leave to request that the articles reported on by the Board, and passed as equal to sealed pattern, but rejected as not complete, may be received into store, especially in the case of the linings for the tunics, the embroidery and laces for the staff and band, and privates' black-grey cloth, &c." We then got two further letters from Mr. Grant, one on the 4th March, in which he writes, "Adverting to my letter of the 27th ultimo, I have to acquaint you that the committee of inspecting officers have confirmed their report of the inferior character of the cloth tendered by you for delivery at Deptford, and examined on the 13th ultimo. And in reply to your letter of the 13th instant, I have to refer you to my second communication of the 27th ultimo, and to acquaint you that your request to be allowed to replace the articles of clothing, &c., for Royal Marines, rejected at Deptford, cannot be complied with." And on the 6th he writes, "With reference to your letter of the 3d 'February' 1857, and 4th instant, which has been laid before the Lord Commissioners of the Admiralty, I have to acquaint you that you will be allowed to send to Deptford for inspection 20 sets of the several articles of clothing for Royal Marines which have been demanded from you, and for the delivery of which the stipulated period has expired, upon the distinct understanding, however, that this permission is accorded without prejudice to your liabilities under your contract."

3848. Mr. *Westhead.*] What is the date of that?—The 6th of March; it is signed by Mr. Grant. We were by that letter permitted to send in 20 sets of all sorts of materials for re-inspection; the consequence of which was, that we felt that we could only, of course, send in precisely similar articles to what had been submitted on the 13th of February. These sets were made up; I have a list here of them, to which I believe there will be no objection if I hand it in; it is a list of

20 sets

20 sets of every article of marine clothing sent down to Deptford in pursuance of Mr. Grant's letter of 6th March, and re-inspected on the 16th March. I should state here, perhaps, that in all those deliveries, whenever we make a delivery to Deptford, we get no receipt at all for any of the goods left. The principle I understand to be this, that all goods delivered into store remain in store at the sole risk of the contractor; the Government officer, the storekeeper, does not acknowledge in any shape or way that he has received goods of any kind. We have therefore no receipt to produce for any of the goods, but when the goods are passed a list is made out of those that are passed, and whatever may be stolen the contractor has to bear the loss of.

3849. Mr. *T. G. Baring.*] You get a receipt after the goods are passed?—No.

3850. How do you get payment?—They make out a bill on the spot; a clerk is called in to the storekeeper's department, and is informed so and so is passed.

3851. It is so far a receipt, that you get paid?—In that way we get certificates for the goods being passed. Those 20 sets were sent in, and on the 16th they were re-inspected. Now, one and almost all the witnesses from Deptford that have been examined before the Committee have stated, that a very large majority of the goods so re-inspected were rejected; this is not the fact. I can easily explain to the Committee that upon this list, which contains a precise list of the articles that were delivered.

3852. Viscount *Duncan.*] Which is that?—It is a list of 20 sets, and only two of 18 were rejected. All the material of importance, the red cloth, was passed; the black-grey cloth was passed; and the rejections consisted of serjeants' stockings; the serjeants' scarlet cloth was rejected again; and the serjeants' white cloth was again rejected, being a very small proportion of the total contract. The privates' blue cloth was the only article of any bulk that was rejected.

3853. Mr. *Liddell.*] Was not that privates' blue cloth and the white cloth mentioned in the report which you received from the referee?—Yes; in regard to scarlets, they say that the colour is not the same as the pattern, but if scarlet is wanted, it is a purer, better colour; with the permission of the Committee I will hand in that statement (*delivering in the same*); if you take the relative proportions of the total supply of that article, the rejections were, in the proportion only, as I say, of two to 18, and not, as stated by Mr. Grant in answer to Questions 2381 and 2382, a large majority; Mr. Grant admitted that he had not seen anything, and that he depended entirely upon what he had heard from other parties; the serjeants' black-grey trousers were then rejected because the small piping of scarlet, the value of which was 3 *d.*, was not of the proper shade of scarlet; the cloth itself was approved of.

3854. Mr. *Westhead.*] What is the width of that stripe; is it the size of this quill (*pointing to the same*)?—It is a little larger than that; it is a piping, not a stripe; the white cloth we maintained was as good; the privates' blue perhaps might not have been precisely the same, not quite so fine in the wool, but it was a perfectly good cloth; the whole of this delivery was, in fact, of precisely the same quality as had been presented on the 13th of February.

3855. Mr. *Corry.*] And rejected in part?—Yes.

3856. And accepted on the second occasion?—Yes, as we say, though the witnesses who have been produced before the Committee have said that the large majority was rejected; we say, that it was accepted on the 16th of March. On this we sought an interview with Mr. Grant, at Somerset House, with a view, certainly, to a certain extent, of relieving ourselves, but at the same time of facilitating the Government service, and seeing whether the Board could not be induced, instead of going to buy from strangers, to buy from us cloth that was passed. Mr. Grant, however, declined to see us, and on the 18th of March we wrote to him as follows: "We have the honour, with reference to our contract for Marines' clothing, and also with reference to your communication of the 20th January last, to beg your permission to deliver for inspection the remaining articles of clothing overdue on your orders dated 10th and 13th December 1856, viz.: order of December 10th, 1856, not yet inspected, in materials, 300 serjeants' tunics, Divisional; 5,080 privates' tunics, Divisional; 600 privates' tunics, Artillery; 100 corporals' chevrons, Artillery; 50 bombardiers' chevrons, Artillery. Order of December 13th, 1856, not yet inspected, in materials, 280 serjeants' white jackets, Divisional; 80 serjeants' white jackets, Artillery. This, we trust, may be granted to us, in consideration of the circumstances set forth in our letters

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of the 16th January and March 4th last." The letter being one in which we asked for an extension of time, and the reply being that the circumstances stated would be taken into consideration with a view to penalties: "We have also to state that the undermentioned materials passed the inspection of the Board of officers on the 13th February, although they could not be received in consequence of the unfortunate circumstance of the rejection of the cloths necessary to complete the garments for which they were intended, viz.: passed, but not received, linings, lace, embroidery, buttons, and piping cloth, &c., for 100 serjeants' tunics, Divisional, excepting scarlet cloth; linings, lace, embroidery, buttons, and piping cloth, &c., for 920 privates' tunics, Divisional, excepting red and blue cloth; blue cloth, linings, lace, embroidery, buttons, &c., for 60 serjeants' tunics, Artillery, excepting black-grey and scarlet facings; trimmings for 300 serjeants' trowsers, excepting black-grey and scarlet piping; black-grey cloth and trimmings for 3,600 pairs privates' trowsers, excepting red piping. We therefore have further to request you will please to allow these supplies to be received into store in part of our contract. As we have a large requisition to be completed by the 24th proximo, it is of the greatest importance to us to know your decision as to the disposal of the above articles. We are induced to write this letter, having been unable to obtain an interview on the subject when we called at the Comptroller's office this morning." On the 19th of March we get this letter: "Admiralty, Somerset House, W. C., 19th March 1857. Gentlemen, In reply to your letter of the 18th instant, which has been laid before the Lords Commissioners of the Admiralty, I have to acquaint you that, in consequence of the further rejections which took place on the 16th instant of Marine articles tendered by you for delivery at Deptford, directions have been given for the purchase from other parties of the articles you have failed to supply within the time stipulated in your contract, and that your request cannot therefore be complied with; also, that the same course will be adopted in case of any further non-compliance with the terms of your contract. I am, gentlemen, your obedient servant, *Thomas T. Grant.*"

3857. Mr. *Corry.*] Is that letter from the Secretary of the Admiralty?—This is from Mr. Grant; they are all from Mr. Grant. On the 20th of March we wrote, "We have the honour to acknowledge the receipt of your letter of yesterday's date, apprising us that, in consequence of the rejection of some portion of our supplies, directions have been given for the purchase, from other parties, of the articles we have failed to supply within the time stipulated in our contract; we understand, therefore, your decision to be, that you reject our entire supplies under the first three orders. It may be possible that, under the official construction of the terms, it may be considered that we must submit to such decision, but we must be excused if we venture to suggest that the hardness and injustice of such conclusion is manifest; inasmuch, however, as the articles enumerated below have passed inspection, and are absolutely required, the only indulgence we have now to solicit is to instruct your buyers to purchase these articles from us." Then we enumerated the different articles that had been passed and approved of on the 16th, a very large supply; it was a very considerable one indeed: then we certainly did feel that this was anything but fair treatment, and upon that we presented a memorial to the Lords of the Admiralty, which is set forth at page 110 of Mr. Grant's evidence. Previously to doing that we had applied (I called myself) at Somerset House, for a copy of the contract we had signed, and the clerk very properly said, that he could not give it upon that application, but if I wrote a letter it would be granted. It was subsequently granted; we obtained a copy of the contract. I saw the solicitor to the Admiralty, to ascertain myself what our legal position under the contract was; we had quite made up our minds to pay the 3,000 *l.* bond forfeit if we could get out of the contract. The solicitor consoled us, however, by stating that they would go on with the contract, enforcing penalties against us from time to time; and when we were exhausted, and wound up, then they would come upon the sureties under the bond; that the bond was a mere ultra security, and that whether the penalties were 5,000*l.* or not they would take all that from us, and then go upon the sureties for the 3,000 *l.* We were quite prepared at that time to have forfeited 3,000 *l.* if they would have let us off the contract. On the 24th of February we had received a requisition which became due on the 24th of April, for about 2,000 men of all ranks, one-half in materials, and the other half made up. Previously to that time we certainly did not, and whatever may be said upon the matter, we do not even now, read the contract in the way in which Captain Mylne reads it,

it, or the other witnesses. We did not consider that the rejection of any one article would cause the rejection of the whole. I have again read the terms of the contract this morning, and I cannot see it so; we are under that contract, to be amenable for what is not equal, or not passed; but the officers at Deptford say they will not pass anything that is equal, because, if the thread or the lace, or the buttons, or any article is not approved, they can reject the whole; but we then became aware that they would reject the whole; and we had that confirmed most fully afterwards, in regard to the drummers' caps which have been spoken of so frequently. The whole amount of the drummers' caps, which was a separate contract, came to 30*l.*, including the brass distinguishing ornament, the value of which brass ornament upon the whole supply was 12*s.* 6*d.* The caps were approved; but the ornament was not thought to be in strict accordance with the pattern, and we were refused to be allowed to replace it by another one; but the caps and ornaments, and everything else, were all sent back; and when I come to figures, the Committee will see what that was. I may mention, that the fines and penalties upon us, as to those drummers' caps, are 25*l.* upon the value of a thing not worth 30*l.* All the deliveries that I am speaking of took place. The day appointed for the inspection was the 25th of April. The goods were to be delivered on the 24th. Everything was supplied in due time. On the evening of the 25th, our foreman, Mr. Biden, had been at Deptford, and he came back into the counting-house in the afternoon, when I and some of the other partners were there, and he said he was perfectly heart-broken; the whole supply was going to be again rejected, and he would not go down himself, but he required that some of the principal partners should go on Monday morning; we talked over the matter, and it was arranged that Mr. Gould and myself should go down to Deptford, and the question was discussed how we could get before the President of the Board. We, feeling an extreme anxiety to know what was the real cause of all these rejections, for these were the same things that had been passed on the 16th of March; we knew that perfectly well, and feeling that there must be something behind the curtain that we could not make out, we decided therefore to address a letter to the president of the committee, just stating that two of the principals of the firm were in attendance to give any explanation that might be requisite; Colonel Charles Wetherall came in on the Monday morning, and was shown that letter, and was spoken to about it; Mr. Gould's carriage was at the door, and I said myself to Colonel Wetherall, "I wish you would go down with us;" he did accompany us, but as to the slightest idea ever crossing our minds that we could in any way improperly influence the judgment of any of those gentlemen down there, was a thing that never for one instant occurred in the breast of anybody connected with the house. If I was on my oath, I should swear that perhaps more strongly than I am doing now. We had brought up by telegraph a man who was the foreman and manager of our factory at Leeds, and we all went down to Deptford, but that did no good; neither Mr. Gould nor I were allowed to go in, and we saw nobody. The foreman will be examined before the Committee upon the subject of what took place, and which was represented by Mr. Smith as a very unfair mode of dealing with the things. Our foreman scraped some black-grey cloth; that man is in the room, and he will tell his tale of what took place upon it. We had no official information of what took place on the 27th until we received a letter from Mr. Grant, dated the 6th of May, and received by us on the 7th. The letter is in these words: "Gentlemen, it appearing that the articles specified on the other side hereof, which should have been delivered at Deptford, under your contract for Marine clothing, &c., by the 24th ultimo, have not been supplied in proper time, I have to acquaint you that directions have been given for purchasing these articles from other parties, and that you will be charged with the excess price which may be paid for the articles so purchased, together with all expenses attending the purchase." We had previously written to him on the 30th of April. That letter is in Mr. Croker's evidence. On the 7th we wrote in reply to this: "We have the honour to acknowledge the receipt of your letter of the 6th instant, stating that in consequence of our not having made our deliveries of the clothing required by the 24th ultimo in time, under the contract we have with the Royal Marines, the articles specified by you would be purchased from other parties, and the excess of charge with all expenses attending the purchase, debited to us. In reply we have to state, that our deliveries under the order alluded to were made in time, but that certain articles had (we are given to understand) been rejected, upon

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the circumstances of which rejections we addressed a letter to you on the 28th ultimo, and, on receiving no reply, have not yet removed the goods from Deptford yard. We shall be glad to be favoured with your reply to that letter." This is Mr. Grant's letter, dated the 8th of May 1857. "Gentlemen; In reply to your letter of the 7th instant, I have to refer you to the conditions of your contract for the supply of Marine clothing, and to acquaint you that, as the articles to which you allude have been rejected, it is necessary you should remove them from Her Majesty's stores at Deptford." And here is our reply to that, dated the 8th of May: "We have this morning received a requisition, dated yesterday, for a further supply of articles under our contract. Foreseeing the difficulty which would arise in case we had a further requisition, we on the 28th ultimo addressed a letter to you, calling your especial attention to the grounds of the rejections on the 24th April. The principal point being that the cloth in materials was approved whilst the made-up articles from the same cloth were rejected as being inferior in quality, the making-up being fully approved, we have been anxiously expecting a reply to this letter, in order that we might know how to proceed on a further requisition. This has now come. May we therefore beg your immediate attention. P.S. We enclose a copy of our letter of the 28th ultimo." Mr. Grant writes on the 13th of May, "Having laid before the Lords Commissioners of the Admiralty your letters of the 30th ultimo and 8th instant, I have to acquaint you that your request that the articles of clothing for Royal Marines tendered under your contract, which have been rejected, may be re-examined, cannot be complied with; and I request that you will forthwith remove from the Victualling-yard at Deptford, such of the articles in question as may now be lying there." To which we replied on the 14th of May. It is in Mr. Grant's evidence, in answer to question 2349. Such was our position at that time, and foreseeing the fearful loss that was impending over us, we caused a case to be laid before Sir Frederick Thesiger for his opinion, to see how we could by any possibility bring the question at issue between us before a jury, or what course we could pursue to get out of the contract, so as to avoid future liability; we were so confident of our own integrity, and our own desire to do what was right, that we were extremely anxious, if possible, in any way to bring the case before a jury; I found, however, that that was utterly impossible; we had no means of bringing an action against the Crown for the goods delivered, except by presenting a petition of right, and getting the Queen's sanction; that of itself is a most dilatory and expensive mode of procedure. I merely mention this to satisfy this Committee that so far as our house being knowingly guilty of intending to deceive and defraud Her Majesty's Government, and attempting to pass surreptitious articles upon them, our desire was to go before a jury of our countrymen in any shape that we could. Sir Frederick Thesiger's opinion came to this, that we had no redress in any shape or way; but he told us what was at variance with the opinion of the Solicitor to the Admiralty, that we could get off by paying the amount of the penalty bond; in that opinion, I think he was wrong. We have since taken the opinion of Mr. Bovill, with the view, if we could by any possibility have saved the time of this Committee, and of having the question settled aye or no; had we delivered the articles according to the sample, not according to the sample, in the view of an incompetent party; but had we delivered the article according to the sample aye or no, and if we can bring that question before a jury, we are ready to-morrow to go before that tribunal. We failed however in that, and at that time we foresaw (the thing was getting worse and worse), that we had no chance of passing any goods at all, and although I individually have the privilege of being personally known to some limited extent to Sir Charles Wood, the Chief Lord of the Admiralty, feeling that I might, by presenting my own name to him, have obtained an interview, so cautious was I, that with the full concurrence of the members of our firm, feeling that it was a matter in which I was personally interested, and in which Sir Charles Wood could only interfere in officially, I abstained from adopting that course; we then called upon the noble Lord, the member for the West Riding of the county of York, and the member for the borough of Leeds, to ask whether an official interview could be obtained with Sir Charles Wood, that we might really ascertain what our position was. I had about this time, in May, several interviews with Lord Goderich, and to my astonishment Mr Grant, in his evidence, read a paper, in answer to Question 2351, before this Committee, which, when I was reading his evidence over at night, caused me to make this observation, "Where does

that

that come from"? It is called by Mr. Grant a remonstrance, a letter without date. It was a paper which, after the interview which I had with Lord Goderich, Lord Goderich requested me to prepare, a short statement of what we considered to be our case and our grievance. This is, I find now, the memorandum which I handed to Lord Goderich. Where Mr. Grant got it from, or how it came into Mr. Grant's possession, I am utterly ignorant. I think it right to explain this, for of course anybody will see that this is a memorandum; it is no remonstrance; it is no memorial, but a mere memorandum.

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Veneris, 10° *die Julii*, 1857.

MEMBERS PRESENT.

Colonel Boldero.	Mr. Brown Westhead.
Viscount Duncan.	Mr. Philips.
Mr. T. G. Baring.	Mr. Corry.
Lord Claud Hamilton.	Mr. Liddell.
Sir Charles Napier.	Mr. Jackson.
General Codrington.	Lord Clarence Paget.

COLONEL BOLDERO, IN THE CHAIR.

Charles Bischoff, Esq., called in; and further Examined.

3858. *Chairman.*] WHEN the Committee adjourned you were drawing our attention to a memorandum or memorial which had been produced by Mr. Grant; have you any further remarks to make upon it?—I wish only to call attention to the paragraph which contains the expressions "caprice" and "ignorant decision of the Board." The word "caprice" seems to have excited the anger of Mr. Grant, for he comments upon it at length in his subsequent papers. Now, that word was quoted by me from the opinion of Sir Frederick Thesiger, which I have previously referred to. I request that the attention of the Committee may be drawn to paragraphs 3, 6, and 8 of Mr. Grant's report, given in his answer to Question 2351. In the third paragraph, Mr. Grant states, as a quotation, "the committee have further stated that no unusual or additional test has been applied to any of the articles in question;" the next statement is, "that none of the rejections complained of by Messrs. Hebbert has been made without due care and deliberation;" and further, "that in the firm opinion of the committee, cloth which had been rejected in the piece, has been again tendered in made-up tunics." The first statement is, "that no unusual or additional test has been applied to any of the articles in question." You have it in evidence before you that all the committee acted upon the letter of December 1856, which was subsequent to the date of the contract with Messrs. Hebbert; under which Lieutenant Wolrige and the other parties said they had acted much more strictly latterly than they had formerly. You have it also in evidence that rollers were put up to perch the cloth, which had not been done before; the cloth was sent over the rollers, but the witness did not go on to say that the pattern piece had been tried in the same way. When you hear what Mr. Turner, the maker of that cloth, has to say upon the subject, I think the Committee will say that an unusual test has been applied. Mr. Grant goes on again to state, that the cloth which had been rejected in the piece had been again tendered in the shape of tunics; that I distinctly deny; and, with the permission of the Committee, I will produce the parties who delivered the supplies of February and March, who will prove, and, in case of need, produce their books, showing that no such thing ever occurred in the house. The next statement is, "that white kersey had been found unfit, by reason of stains passing through its whole substance in large spots." Mr. Turner will himself prove that this cloth was made and treated by him in precisely the same way as has been done for the last 50 years in the manufacture of it. In paragraph 6 of the same report, Mr. Grant states that the marine store receiver has nothing whatever to do with the report.

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3859. Mr. *T. G. Baring.*] The concluding words of the sentence to which you have just referred are, "over which chalk or whitening had been rubbed;" have you any explanation to give of that?—Nothing further than I stated before,

that the white kersey and serges were forwarded by us to Deptford in precisely the same state as they came to us from Mr. Turner's; but in reference to that I will put in a letter that we wrote to Mr. Turner on the 1st of July, and his answer in explanation, after the charge which had been made by Mr. Grant before this Committee, that being the first intimation that we ever had that such a thought existed in the minds of the inspectors.

3860. Lord *Claud Hamilton.*] Did not the agent who represented you on that occasion communicate to the firm the charge which had been made in his presence?—We know nothing about it.

3861. Mr. *Liddell.*] Was the charge made in his presence?—I know nothing about it.

3862. *Chairman.*] When did you first ascertain that the Admiralty actually charged your firm with imposition?—When Mr. Grant gave his evidence before this Committee.

3683. Was that the first time you heard of it?—The first time we had an idea of any of the serious charges brought against us; I believe there is only one letter from the Admiralty which I have not put in; I stated that we had applied for an interview with Mr. Grant, but had been refused; and we subsequently asked, through the noble Lord, the Member for the West Riding, for an interview with the Chief Lord, which was also refused; this statement of Mr. Grant, I submit is untrue in most essential particulars, as we would prove, had we an opportunity of going before the ordinary tribunals of the country.

3864. Do you state that that is the reason why you did not previously communicate with the manufacturers?—Upon these particular causes of objection. In paragraph 6 of his report, Mr. Grant goes on to state, "the marine store receiver has nothing whatever to do with the manner that any contractor's goods are laid before the Board; that the committee is not in any way influenced by the store receiver, the general inferior quality of Messrs. Hebbert's goods being too patent to require any opinion or judgment other than that which the committee possesses; and that Messrs. Hebbert's cloths have been rejected on the broad grounds of deficient weight, measure, texture, colour, and quality, as well as the concealment of damages by chalk or whitening."

3865. General *Codrington.*] Are not these extracts from the report of the Board?—Portions of them.

3866. And extracts from the official report of the Board?—Some of them are in inverted commas, and therefore I presume that they are extracts. It is said that the marine store receiver has nothing whatever to do with the manner in which the goods are submitted to the committee. All that I wish to do, is to call the attention of the Committee to the evidence of Mr. Smith, and the master tailor for Woolwich, and I am quite content then to leave the Committee to judge whether or not the store receiver and the master tailor have not a great deal to do with the manner in which these goods are brought under the notice of the committee; they both state that a piece was cut out, and was sent by the foreman of the stores to Woolwich; but I will only call the attention of the Committeee to the evidence of these parties, because I am perfectly confident that if the Committee refer to the evidence, they will find that they both of them meddle with these things to a very great extent.

3867. Mr. *T. G. Baring.*] In your letter of the 14th May 1857, you state, "We beg to remark, that we consider, in justice to ourselves, some inquiry should be made as to the partial manner our supplies are laid before the Board by the marine store receiver." Is it your opinion that anything has appeared upon the evidence before the Committee to justify that statement?—Most completely.

3868. Refer to the particular portions of the evidence which you think support that?—I refer to the evidence of Mr. Smith, and of the master tailor at Woolwich. I say we are justified in using that expression, if a pattern is taken from the goods and is submitted to chemical tests, and to be singed. Mr. Smith selects out of the bulk any piece that he thinks proper to put upon the table before that committee.

3869. Where does it appear in the evidence that Mr. Smith selects any piece?—The officers of the committee state that they did not examine the whole.

3870. You have stated that Mr. Smith selects a piece?—He hands it to them.

3871. Is not handing a very different thing to selecting?—If you point out a

pile

pile of cloths, which may extend from the top to the bottom of the room, and say, "Bring me a piece of that red cloth," that man can, if he thinks proper, bring out the worst piece of the whole, as has been frequently the case. Out of 100 pieces, he can find one of light weight and bring it forward.

3872. If I point out a piece of cloth, and say, "Bring me that," do I select it, or does the man who brings it to me?—If you point out a bale, the man must bring it. Mr. Grant goes on to state in the conclusion of that sentence, "the general inferior quality of Messrs. Hebbert's goods being too patent to require any opinion or judgment, other than that which the committee posesses." I request now that I may be at liberty to produce the whole of the patterns of the supply of the 13th February. (*Witness here produced several patterns.*) I wish you to hear the opinion of the actual weaver, and of the dresser of the cloth, and of all the people connected with it; there are also in the room other cloth merchants, who had no interest in this contract, and who, if this Committee want any further opinions upon the subject, will give them.

3873. General *Codrington.*] Is there any official seal on the patterns now placed before the Committee?—There is not, but I have the clerk in the room who cut them himself from the sealed patterns in the Marine Office, Duke-street.

3874. The part of the pattern with the seal attached to it is not now in your possession?—It never was; we go to the Marine Office to inspect the pattern, and we are allowed, when we have the contract, to cut off a piece from that sealed pattern.

3875. Of which pattern these are pieces?—Clearly; I am prepared to prove that they have never been out of the custody of two individuals, the man who cut them off, and the man whose duty it was to keep them.

3876. Mr. *T. G. Baring.*] To which supply do they refer?—The foreman is in the room, and he will answer every question upon that subject.

3877. Is there any statement upon the patterns themselves?—There is nothing written upon the patterns.

3878. Mr. *Liddell.*] When your agent goes to the Marine Store Office and cuts off from the sealed pattern a piece of the cloth, is there no official mark attached to it?—No.

3879. How is it identified afterwards?—I am not aware that there is any means whatever beyond our integrity.

3880. Would it be possible for you to substitute a piece of cloth as your own and present it afterwards as the portion which had been cut off?—It would not, because our delivery would be compared with the sealed pattern in the office.

3881. Lord *Claud Hamilton.*] At the time when you send in your cloths, do you also return the little piece which has been cut off?—We do not; it is merely a guide for us to manufacture by.

3882. Viscount *Duncan.*] In delivering the cloth it is compared with the sealed pattern cloth in the Marine Department?—At Deptford. We assume that the patterns of course have been preserved with integrity on both sides. Mr. Grant is asked this question (2393), "When you make a charge against a respectable firm of imposition and deception, do you not think that they should be allowed to bring forward the opinion of persons other than those connected with the department?" and the answer is: "So far as I have gone into the matter, I think that, in this case, the fraud is so palpable, and so much leniency has been shown towards them by the Board of Admiralty, that they have gone quite far enough." Now, the party who uses that language towards our house admits himself, more than once, in his evidence, that he never sees the article himself.

3883. Mr. *Liddell.*] Point out in what answers he states that?—In answer to Questions 2413, 2414, 2415, and 2418. Captain Milne, I believe, stated, when he was examined here, that one of the three sealed patterns was left in the custody of Mr. Grant; and still Mr. Grant says, over and over and again, that he knows nothing of the relative quality of the articles; he says, further, and the Committee are told so also by the master tailor, and, if my recollection is right, by Colonel Stransham, that they only occasionally saw the master tailor, and that he does not interfere in any way whatever.

3884. Mr. *T. G. Baring.*] Be good enough to refer to the particular question and answer?—That is the inference I draw from the evidence given, that there is a difference between the statement of Colonel Stransham, Lieutenant Wolrige, and Mr. Grant on that subject. I will refer to the particular answers hereafter,

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when I have had an opportunity of looking at the evidence again. To show the extreme accuracy and care of Mr. Grant, I beg to refer to Question 2352, in which he is asked, "In point of fact, Messrs. Hebbert & Co. had ample opportunity of showing whether they could supply the articles under their contract, notwithstanding the former rejection; and taking advantage of that position, their second delivery was also rejected, and a month elapsed between the first rejection and the purchase being made of the other parties, for which they are liable," and his answer is, "Yes." The correspondence that I have put in shows that, so far from a month having elapsed, five days did not elapse. On the 13th February the inspection took place at Deptford, and on the 18th February a letter was addressed to us stating that steps were being taken to purchase the goods elsewhere. That we answered on the 19th.

3885. Be good enough to state whether it was the fact that articles were purchased of Messrs. Dolan, over your head, at that date?—I cannot say.

3886. Subsequent to that date, did you not receive a letter from the Admiralty directing you to send in other articles for inspection?—We did; in the early part of March we found that we had on stock nearly 20,000 yards ready for delivery, and it was in consequence of our remonstrance, and not in regard to goods rejected on the 13th February, that we were ordered to send in the 20 sets.

3887. Are you aware that final orders for purchasing over your heads were not given until the 19th March?—That I cannot know, except from Mr. Grant's evidence; I can only judge of the letters sent to us.

3888. You do not state that, in point of fact, the goods were purchased over your heads?—I do not even know that they have been bought up to the present time.

3889. If it appears that the final purchase of the goods was not made until after the articles had been inspected on the 16th March, and the report made, and that the date of the final purchase was the 19th March, the date of the previous inspection being the 13th February, is it not the case that a month elapsed?—It may be the case, but it is inconsistent with the letters written. If I, as a tradesman, receive a letter from my customer stating that he has rejected all my goods, and has taken steps to buy them of another party, I assume that my customer has written to me what is the fact.

3890. If afterwards, in consequence of remonstrances made by you, your customer allows you to send in the goods, and does not make the purchase, then could you complain of that course?—I should be satisfied with that; but that course was not pursued with us.

3891. State your reasons for saying that that course was not pursued in this instance?—In every letter which we have put in you will find it stated that nothing would stop the penalties incurred on the inspection on the 13th February; and our applications (one of them being on the 27th February) were made with regard to the supply we had in readiness to send in, but which had not been ready on the 13th February.

3892. If you state that the letter of March referred to the supply ordered of you, and not sent in, that was part of the supply which under the terms of the contract the Admiralty had a perfect right to purchase over your heads on the 13th February?—Our letters up to the 2d and 3d of March refer to the quantity of material that we then had in stock to complete the order which ought to have been delivered on the 13th February.

3893. Those are the cloths to which you refer?—Those are the cloths to which the letters refer.

3894. Under the terms of your contract, might not the Admiralty have purchased those cloths over your heads, in consequence of the non-delivery in two months?—That is a question for the law advisers of the Crown to dispose of.

3895. Look at the printed copy of your contract, signed by you, to be found in page 608 of the Appendix, number 6, in which you will find this paragraph: "In case of failure on the part of the contractor to deliver all such articles as may, from time to time, be demanded within two calendar months after having been demanded; or if the whole or any part thereof shall be rejected by the proper officers, the said Commissioners to be at liberty to purchase other articles in lieu, and to charge the excess of value and all extra expenses to the contractor." Having read that previous to taking your contract, can you say that, when the articles were not delivered at the end of two months, the Admiralty were not perfectly justified in making purchases over your head?—They had a legal right to do so; but whether they were perfectly justified is a very different question.

question. Early in January we applied, stating special circumstances, for an extension of time; the answer to that application was, that if we did our utmost any circumstances we could bring forward would be taken into consideration in mitigation of the penalty; they reserved their legal rights.

3896. Mr. *Liddell.*] When was that?—On 16th January we wrote, asking for an extension of time; and the answer, which I believe is printed in Mr. Grant's evidence, was on 20th January.

3897. Mr. *T. G. Baring.*] If your petition to the Board was on 3d March, and if upon that the Board allowed you to send in further supplies of the articles, which by the terms of the contract might have been purchased over your head, on 13th February, and if that purchase was not made until after the second inspection, on 19th March, did not that give you a whole month's extra time in which to supply the articles, if you could have done so to the satisfaction of the inspecting officers?—The permission was granted in consequence of having a very large stock of material, which we contend still was quite equal to the mark; we applied to them to take that, or to allow a re-inspection of it.

3898. Refer to the letter in which the word "re-inspection" occurs?—I do not find the word "re-inspection," but in our letter of the 3d March, addressed to the Secretary of the Lords Commissioners of the Admiralty, which is given in answer to Question 3846, I find these words: "We humbly and respectfully submit to their Lordships that the articles required in conformity with the sealed patterns cannot be procured elsewhere, inasmuch as the cloth must be manufactured specially for the purpose, and that we are prepared immediately to deliver and make good the whole supply, and pray that we may be permitted to do so."

3899. Now, will you read the answer, which is to be found in answer to Question 3847?—"With reference to your letter of the 3d of March 1857, and 4th instant, which has been laid before the Lords Commissioners of the Admiralty, I have to acquaint you that you will be allowed to send to Deptford for inspection 20 sets of the several articles of clothing for Royal Marines which have been demanded of you, and for the delivery of which the stipulated period has expired, upon the distinct understanding, however, that the permission is accorded without prejudice to your liabilities under your contract."

3900. It is said in that letter, "for the delivery of which the stipulated period has expired," what was the date at which the stipulated period expired?—The 13th February.

3901. What was the date of this letter?—The 6th March.

3902. What was the date of the inspection of the 20 sets which you had permission to send in?—It is in evidence that it was on the 16th.

3903. Do you suppose that the Admiralty, having given you permission to send in these sets of clothing for inspection on the 16th March, were buying articles over your head in the meantime?—We were told so by various parties to whom application had been made.

3904. And were you told that anything was bought?—We were most unquestionably told so.

3905. By whom?—We were told that applications were made.

3906. Did you know from any person that anything had been bought?—I will not say that anyone said the goods were actually bought, because we knew they could not be bought.

3907. Did you think it possible that a public department, having given you an opportunity of sending in the articles, in order to comply with your request that the supply might be made good, should buy these goods over your head before yours had been sent in and inspected?—We believed it perfectly possible, because every letter we received stated they had done so; knowing that the Government were in want of the articles, and believing that we had those that would suit them, we were anxious that the material we had should be again submitted; that was the whole tenor of our correspondence.

3908. Was not the answer you received to your petitions to the Board, that measures were being taken to get the clothing?—The answer to our letter of the 3d March is, that it is without prejudice to what had been done.

3909. Where do you find that stated?—It is to be without prejudice to our liability under the contract.

3910. That does not state anything about what had been done?—The letters stated that steps had been taken.

3911. To procure supplies?—Yes.

3912. Is it anywhere stated that supplies had been procured?—Every one must put his own interpretation upon the letters.

3913. Mr. *Corry.*] Was it subsequent to the rejection of the 20 sets, that you were informed the articles would be bought elsewhere?—On the 18th February we received a letter, stating that measures had been taken to procure supplies elsewhere.

3914. That was after the first rejection?—Four or five days after the first rejection.

3915. *Chairman.*] That letter, I believe, has never been withdrawn?—It has never been withdrawn.

3916. Mr. *T. G. Baring.*] Was it not subsequent to that letter that you were allowed to send in 20 sets?—On the 27th February we received a letter.

3917. Was not the letter, permitting you to send in 20 sets, dated 6th March?—Yes.

3918. And you, on appeal to the Board, received a subsequent answer?—That applied to a totally different subject; it applied to the stock we had on hand in addition to the deliveries which we had made on the 13th February.

3919. Did it apply to the articles ordered of you in December, and not delivered in February?—It did.

3920. If so, and these articles were not delivered, was it not an indulgence to you of a whole month over and above the terms of the contract?—You may call it indulgence, but we considered it altogether extremely hard treatment.

3921. Did you consider extension of time bad treatment?—If the extension of 14 days had been granted to us in the first instance, the whole supply would have been delivered.

3922. Was the extension of time for a month before the purchases were made over your head an indulgence or not?—According to the terms of the contract of course it was; but we were not apprised of it.

3923. Mr. *Jackson.*] Do you say that if 14 days extra time had been given you, you could have fulfilled the contract?—On the 16th January we asked for 21 days, being then in the depth of winter; that was declined, and the reply of the 20th January stated that any special circumstances that we could show would be taken into consideration in mitigation of fines and penalties. If 14 days had been granted to us instead of 21, the whole of the requisitions due on the 10th February would have been sent in.

3924. The grace given to you afterwards was of no benefit to you in the fulfilment of your contract?—Not the least.

3925. Mr. *T. G. Baring.*] State why you consider it was of no benefit?—I will explain it as soon as I have read to the Committee the letters which I have received within the last week, imposing fines and penalties upon us.

3926. Lord *Claud Hamilton.*] You were stating just now that Mr. Grant had not seen the articles upon which he formed his opinion that the fraud was so palpable; are you prepared to show decidedly that Mr. Grant did not see these articles upon which he expresses an opinion?—I think he says so in his evidence.

3927. Have you any other reason for saying so, except upon the evidence before this Committee?—No.

3928. You were also about to state the amount of inspection passed upon the goods by the master tailor?—I understood that I was not permitted to make observations upon the evidence of the master tailor, or of Mr. Smith, without referring to the particular questions or answers.

3929. Viscount *Duncan.*] You say you remonstrated with the Government; at what date did you do so?—If you will refer to my evidence given on the last day, you will find that our first letter was dated 19th February.

3930. What was the date of the last letter with reference to the first delivery?—I cannot say that after March the letters related to one delivery or another, because we had another large requisition sent in upon us, which became due on the 24th April; the letters may very likely have referred to both; they were not confined to the delivery of the 13th February, because we were disposed to submit to that, and to make the best of a bad job.

3931. Did you remonstrate again?—After March, we did.

3932. At what date?—The 18th March was the first occasion, and on the 20th March we wrote again, and the answer was, that it could not be complied with; then on the 24th March, we presented a memorial to the Lords of the Admiralty, praying

praying that we might be relieved from the contract, and that was answered by Mr. Phinn on the 3d April.

3933. At the time of your making this remonstrance to the Admiralty, did you think that they had already purchased goods elsewhere?—We assumed so; it was stated that they had taken steps to do it.

3934. What was the object of your remonstrance to them, if you thought they had already taken steps to procure the goods elsewhere?—To get relieved from our liability.

3935. Mr. *T. G. Baring.*] Did you remonstrate between the 3d and the 18th of March?—The 19th of March was the date of our first letter.

3936. Between the time that you had received permission to send in 20 sets, and the examination of the 20 sets, you made no remonstrance against the purchases over your heads?—I believe not.

3937. Why not?—Because if the inspection that we believed had taken place on the 16th March, had been subsequently carried out, we should have submitted, however great the loss might have been. I stated that the large bulk of the material was passed on the 16th of March.

3938. You say that you would have submitted to the inspection of the 16th March?—We should have submitted to the loss of the rejection of the 13th February.

3939. Does not that lead to the inference that you were perfectly aware that purchases were not made over your head until that inspection was made?—No; because the supply of the 10th February we should have had nothing more to do with; we were not allowed to send in the balance of our supply required on that date.

3940. You have stated that in your memorial of the 3d of March, you referred entirely to those articles which were ordered in December, which had not been delivered in February, and which might have been purchased over your heads on the 13th February. Now I understand you to say that you did not refer to those?—Our applications previous to the permission to send in 20 sets referred to the stock of material that we had on hand.

3941. Did you refer to orders which were given in December, which had not been executed in February?—It referred to the stock we had provided for the completion of the order of the 10th December, and for going on with the requisitions which we knew would come upon us.

3942. Then it did refer to the cloth ordered in December and not delivered in February, and which might have been bought over your heads in February?—Partially; this letter of the 27th February was in answer to ours of the 26th: "Admiralty, February 27, 1857. Gentlemen,—In answer to your letter of the 26th instant, I have to refer you to the conditions of your contract for the supply of marine clothing, and to my letter of the 18th instant, and to acquaint you that the penalties you have incurred will be inflicted; observing that measures have been taken for procuring elsewhere the articles required in lieu of those which have been rejected under your contract. I am, Gentlemen, yours, &c., *Thos. Grant.*—Messrs. Hebbert & Co."

3943. Subsequent to that, did you not appeal to the Board of Admiralty?—We did on the 3d March, because they refused to allow us to send in any portion, to make up the deficiency of supply of the 13th February.

3944. Be good enough to refer again to this petition to the Lords Commissioners of the Admiralty, and state to the Committee whether you do not in that letter quote the whole correspondence between you and Mr. Grant, and appeal to the Board against it?—The correspondence to that date we did quote, and the object was to bring the subject before the Board.

3945. Was not your object to appeal to the Board against the decision to purchase over your head?—It was against the whole of the decisions altogether.

3946. Was it not your desire and intention to appeal to the Board for a lenient construction of the terms of your contract?—Certainly.

3947. In answer to that memorial, were you not allowed to send in certain supplies for inspection?—We were.

3948. Was not that permission subsequent to the answers you have read from Mr. Grant?—Yes.

3949. These answers you complained of to the Board?—Yes.

3950. Consequently the Board did, in the exercise of their powers, give you an indulgence which was denied to you in the first instance by Mr. Grant?—

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Everyone must put his own interpretation upon whether it was an indulgence or not; we should have been content if we had been dealt with subsequently upon the inspection of the 16th March.

3951. Were the terms of the contract enforced with respect to orders of December?—They have have all been enforced.

3952. When you failed to deliver your supplies on the 13th February, were the articles immediately bought over your heads?—It is impossible for me to answer.

3953. Were you not subsequently allowed to send in further supplies of the article?—We were allowed to send in a further supply, as we considered, for re-inspection, or reconsideration, or whatever term should be used, of the same quality of material that had been rejected on the 13th February. We did consider that an indulgence.

3954. State where it appears that you were permitted to send in for re-inspection goods that had before been rejected?—It appears from the whole of the letters; that is my interpretation of them.

3955. Can you find the word "re-inspection" in any letter that was addressed to you by the Admiralty?—I do not say that I can find the word "re-inspection" in the correspondence, but it was used frequently by Mr. Grant in his evidence.

3956. General *Codrington.*] If your supply of 20 sets passed the Board for inspection on the 16th March, was it your understanding that the former delivery that was rejected on the 13th February would be permitted to be complied with by the delivery of other goods?—We were in hopes that we should effect that object as an act of mercy, an act of grace.

3957. It was an indulgence to you if these goods passed the Board?—According to the terms of the contract it unquestionably would have been an indulgence which we hoped would have been granted; but, as I stated on Tuesday last, all the essential part of the goods did pass the inspection of the 16th March. I am prepared to go into the full details of that inspection if it is wished.

3958. Mr. *T. G. Baring.*] Now, will you proceed with your statement?—I have only one or two further observations to make upon Mr. Grant's evidence. I and my partners have felt most acutely the language that has been applied to us; when a house which has hitherto maintained its character unsullied and unblemished, which can bring forward a large number of colonels of regiments and other parties who have had the largest dealings with us, who have always entered into engagements with us with the most perfect confidence; we feel it hard that in this Committee-room such language should be applied to us, and that by a person who himself says that he knows nothing personally about the matter. The first intimation that we had that such a feeling pervaded a public department, that we were attempting to deceive, to defraud, to impose, and to substitute improper articles, was conveyed to us before this Committee in the evidence of Mr. Grant. Now, I come to a different part of the subject, the result of the figures; I have before me a letter from the Accountant-general's Office in the Admiralty, dated 2d July 1857, which is in these terms:—"Receivable Order, No. 1181. Messrs. Hebbert & Co., 8, Pall Mall, East. Gentlemen,—The Comptroller of Victualling having reported that you are in debt to the Crown in the sum of 390 *l.* 15 *s.* 1 *d.*, that amount being the balance of penalties under your contracts for Marine clothing, dated 28th November 1856 and 21st December 1856, as shown on the other side, I have to request that you will pay the same to Her Majesty's Paymaster-general at Whitehall. I am, Gentlemen, your most obedient servant, (signed) *R. Manly*, Accountant-general." This relates to our deliveries on the 13th February and the 24th April. In the first place, we are fined in the terms of the contract four several sums of 10 *l.* each; we are then fined 5 *l.* per cent. upon the amount of the invoice that we delivered, that amounting to 10,300 *l.* of rejected goods, the fine being 585 *l.* 8 *s.* 9 *d.* Then we are fined excess of cost in the purchase of articles not delivered in proper time, including expenses, 2,870 *l.* 15 *s.* 2 *d.* upon a delivery of 10,000 *l.*, being 29 *l.* per cent. excess over our contract prices. These figures upon the cloth alone amount to 3,426 *l.* 3 *s.* 11 *d.*, which comes to 33 per cent. upon the goods rejected; goods are rejected to the value of 10,300 *l.* upon our invoice price, goods that are unsaleable for the ordinary demands of trade. Any gentleman connected with the North of England must know, that red cloth can only be converted into some other article, and sold at something less than half price. Upon the drummers' caps, which have been frequently

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frequently referred to, 150 caps, which were rejected solely on the score of the brass ornaments, we are fined 10 *l.* to begin with; the whole of the invoice value of that was 27 *l.*, and we are fined 5 per cent., amounting to 1 *l.* 7*s.* 2 *d.*, the extra cost, 14 *l.* 1 *s.* 3 *d.*, making a total of 25 *l.* 8 *s.* 5 *d.* upon a delivery of 27 *l.* We are credited in this account with the goods that were actually passed at the time, amounting to 3,060 *l.*, leaving a balance apparently due to the Crown of 390 *l.* 15 *s.* 1 *d.*

3959. Mr. *Jackson.*] Then, as I understand, they have set off the whole of that 3,060 *l.* against the fines, claiming from you, in addition, 390 *l.* 15 *s.* 1 *d.*, which would make your loss altogether 3,450 *l.* 15 *s.* 1 *d.*?—Yes; independently of loss on the material which we have taken back, and which is over 5,000 *l.*

3960. On the last occasion, I put this question to Captain Milne (3760): "Is there not a penalty of 5 *l.* per cent. upon the total value, in addition to penalty upon rejection of 10 *l.*"? and his answer is, "No, that was subsequently. The question of contracts was considered as to penalties by a committee at the Admiralty, and the 10 *l.* penalty, which was thought severe, was altered to 5 per cent. upon the value under a contract. In the case of Messrs. Hebbert, I think, 10 *l.* was the penalty, but all other contracts subsequently to February last have been made with penalties of 5 *l.* per cent." Were these goods delivered prior or subsequent to February?—For non-delivery in time on the 13th February we are charged 431 *l.* 8 *s.* 2 *d.*; and for non-delivery in time on the 24th April, 84 *l.* 0 *s.* 7 *d.*; the fact is, that if we deliver the goods, and they are rejected as not being equal in quality in the opinion of the inspector, we are fined because they are not delivered, and we are fined, in addition to that, the excess of value they may pay to other parties.

3961. Captain Milne states distinctly, "Contracts subsequent to February last have been made with penalties of 5 *l.* per cent." I want to know whether any portion of that fine of 390 *l.* 15 *s.* 1 *d.* was for goods delivered prior to February?—The charge of 431 *l.* 8 *s.* 2 *d.*, at 5 per cent., was upon goods delivered prior to the 10th February 1857.

3962. Can you hand in a copy of the account you have received from the Admiralty, charging you with fines and penalties?—Yes.

[*The same was handed in by Witness, and is as follows:*]

Dr.

PENALTIES INCURRED.

Contract, 28 November 1856.

	£. s. d.	£. s. d.
For rejections of various Articles:		
20 July 1857	10 – –	
24 April „	10 – –	
24 April „	10 – –	
1 May „	10 – –	
£.	40 – –	
Non-delivery, in time, of various Articles due:		
2/13 July 1857	431 8 2	
24 April „	84 – 7	
Excess cost of purchase of Articles not delivered in proper time, including expenses	2,870 15 2	
		3,426 3 11
Contract, 21 December 1856.		
For rejection of 150 Caps and Balls, reported 1 May 1857	10 – –	
Non-delivery, in time, of 150 Caps and Balls, due 24 April 1857	1 7 2	
Excess cost of purchase of 150 Caps and Balls	14 1 3	
		25 8 5
£.		3,451 12 4

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Cr.

INVOICES received are applied in diminution of Penalties incurred.

Contracts of 28 November and 21 December 1856.

NO.	WHEN RECEIVED.	£. s. d.	£. s. d.	£. s. d.
347	12 May 1857 - - - - - -	1,312 5 4		
	Less value 203 yards Red Cloth Purchases - - - - - - -	78 13 3		
			1,233 12 1	
„	„ „ - - - - - -		457 5 10	
				1,690 17 11
349	12 May 1857 - - - - - - - -		- - -	4 9 6
348	12 May „ - - - - - - - -		122 14 11	
	12 „ „ - - - - - - - -		3 19 2	
				126 14 1
350	12 May „ - - - - - - - -		632 17 9	
	12 „ „ - - - - - - - -		552 10 –	
				1,185 7 9
351	12 May „ - - - - - - - -		- - -	53 8 –
				3,060 17 3
	Balance due to the Crown - - -			390 15 1
			£.	3,451 12 4

3963. Viscount *Duncan.*] What was the date of your contract?—28th November 1856.

3964. Mr. *Liddell.*] To be completed in what time?—On requisition to us to be delivered within two months.

3965. Do I understand you, that in the event of the goods being rejected as not equal in quality, and you can immediately supply these goods of a quality which is passed by the Board, you would not in that case be fined?—We think so; but that construction of it is not legal.

3966. Suppose that a certain quantity of goods supplied within the time were rejected as not being equal to pattern, and you can immediately supply these goods of a quality equal to the pattern, and within the time stated in the contract, would you be liable to the fine?—If within the time, I believe we should be allowed to substitute other goods for them; but inasmuch as in regard to cloth which had to be made, it was impossible to deliver more than a few days within the two months, there would be no opportunity of inspection so as to allow us to send in other articles. To explain that, I may state my understanding of the way in which the officials will deal with us; if the contract was to deliver on the 10th February, and if on the 20th January we had delivered the articles required, and they were disapproved of, we might at any time between the 20th January and the 10th February make other deliveries which would be considered to be within the terms of the contract; that I believe would be the construction put upon it by the official authorities; but if we failed to deliver or to get the goods inspected previous to the 10th of February, that being the limit of the two months, they would not on the 12th February accept goods sent in by us.

3967. Suppose you sent in goods on the 8th of February, and the inspection did not take place till the 12th, and the goods inspected on the 12th were passed, would you then be liable?—We should prove our delivery. The store receiver does not give a receipt; but we should have our own delivery book, and the carmen would prove that we delivered the goods within two months.

3968. Mr. *Jackson.*] Supposing the last day to deliver was on the 13th February, and you delivered upon the 10th, and the Committee of Inspection did not sit until the 12th or 13th, and rejected your goods, and you could show that if they had been rejected on the 11th you could have supplied other goods between the 11th and 13th, would you consider yourself injured by such a course?—Most certainly we should consider ourselves injured if they refused to allow us to supply other goods; we should complain if we had delivered the goods, and the

the inspection had been delayed for three days, if we had been in a position to substitute other goods for them.

3969. Do you think, under your contract, you would have a right to claim those three days additional, in consequence of the delay in the inspection?—The opinion we have of Sir F. Thesiger and Mr. Bovill unfortunately is, that we are entirely at the mercy of the Crown; we have not the least particle of legal power.

3970. Viscount *Duncan.*] Have you been in business for a length of time?—I have.

3971. For 40 years?—Our firm has carried on business for 40 years.

3972. During the period that you have been in business, have you been in the habit of making contracts with the Government and with other parties?—Our house has been in the habit of making contracts with the Government generally, but not with the Admiralty or the Marines.

3973. Are you in the habit of taking the best legal opinions you can procure previously to entering into a contract?—I do not believe our house has ever asked for a legal opinion upon any contract previously to the present one. The contracts are all upon printed papers, and we are in the habit of treating them as printed papers which cannot be varied.

3974. You do not take the trouble to ascertain what penalties you subject yourselves to when you sign a contract?—Certainly not.

3975. Mr. *Philips.*] I suppose you know, from the printed papers, what penalties you subject yourselves to?—Yes.

3976. And you judge for yourselves?—We do; we have never been treated in any manner at all approaching to that pursued on the present occasion; we have never had any serious question, as I said on the first day of my examination; in one instance we made good the clothing of a whole regiment at the instance of the colonel, and we made the manufacturer, in Yorkshire, bear his proportion of the loss.

3977. Would there be any use in your going to consult a lawyer, when you have the printed paper before you and can judge for yourselves?—Not the slightest.

3978. Mr. *Liddell.*] State what you consider to be the total loss sustained by your firm in respect of the contract under consideration?—The loss up to the 24th of April, at the lowest computation we can put it at, is 8,000 *l.* odd; since then we have received further requisitions, and if they are to be treated in the same manner as the supply we have hitherto sent, we can only take the same per-centage upon the total amount of the contract as upon that which has been supplied up to this date. The total contract for the year for 15,000 men may be presumed to be something like 60,000 *l.*; if upon that we are to be fined 5 per cent., in addition to the cost of the whole of the goods, the total loss before the end of the year will be such that the Government may then quietly go to our sureties, and take the 3,000 *l.* for which they have made themselves liable.

3979. Mr. *T. G. Baring.*] Who are your sureties?—Colonel Charles Wetherall and Mr. P. S. Cocks.

3980. Having stated to the Committee that if your goods are rejected and the penalties enforced the sureties must be applied to, and Colonel Charles Wetherall being one, has he or has he not a direct interest in the reception of the goods by the Board of inspecting officers?—You are asking my opinion, and therefore I can only answer it by giving you an explanation; any surety has an interest in a contract if he has the slightest doubt of the ability of his principal to pay; he has an interest, even, however good his principal may be, at the time he enters into the obligation.

3981. Mr. *Jackson.*] Can he have a beneficial interest?—Not the slightest particle of a beneficial interest. Colonel Charles Wetherall knows that the partners in the firm of Hebbert & Co., independent of their capital, can always protect him against a loss of 3,000 *l.*

3982. Mr. *Philips.*] Do you know as a fact, that when contracts are entered into at Somerset House the parties frequently take their brokers, and other persons not beneficially interested, to sign the necessary papers?—It is an invariable rule. If you ask Mr. Bonus, the shipbroker, how many contracts he has signed at Somerset House, he will tell you he is under liabilities for millions.

3983. What was the contract price of the goods upon which you say you have sustained a loss of 8,000 *l.*?—£. 10,300 was the invoice price.

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3984. Sir *Charles Napier.*] Is Colonel Wetherall in your service at the present moment?—He is not.

3985. Has he been so lately?—I have already explained to the Committee that we have never considered Colonel Charles Wetherall as in the service of the house. He came to assist us without any stipulation as to the remuneration he was to receive; but when we came to our annual rests the partners, amongst themselves, made him a present.

3986. Mr. *Philips.*] Has he power to sign a cheque as a partner in your firm?—Certainly not; and never has done so.

3987. If he were a partner, would he not be able to sign a letter or a cheque?—I do not think he has ever signed a letter or a cheque.

3988. In the name of Hebbert & Co.?—I do not think he has ever signed a letter in the name of Hebbert & Co.

3989. Except by procuration?—Not even by procuration.

3990. General *Codrington.*] Was it for the purpose of assisting you in conducting the correspondence?—In the year 1853 we had a very large military correspondence. We had more than 50 regiments of the line to correspond with, and he was requested to assist us in the correspondence. He has never interfered in the details.

3991. *Chairman.*] I believe at one time the Government departments owed you 107,000 *l.*?—Over 120,000 *l.*

3992. For goods supplied to them?—Yes.

3993. Besides contracts you had in hand?—Yes.

3994. That occasioned considerable correspondence?—It was not that alone.

3995. Lord *Claud Hamilton.*] In explanation of a former answer given by you, I wish to call your attention to Question 3760 put to Captain Milne: "Is there not a penalty upon rejection of 10 *l.*?" and the answer to that is, "No, that was subsequently. The question of contracts was considered by the committee of the Admiralty, and the penalty, which was thought severe, was altered to 5 per cent. upon the value under a contract. In the case of Messrs. Hebbert, I think 10 *l.* was the penalty; but all other contracts, subsequently to February last, have been made with a penalty of 5 per cent." We understand you to say that you had been mulcted in a penalty of 10 *l.* upon the order, besides 5 per cent. upon the value; is that so?—Certainly; upon caps, the invoice price of which was 27 *l.*, we are fined 10 *l.*, and 5 per cent upon it; and we are also fined 14 *l.* for the difference in value.

3996. Mr. *T. G. Baring.*] Were you aware that these were the penalties when you took the contract?—We knew it when we signed the contract, if we read it.

3997. These penalties are in your contract?—They are.

3998. Do you read it before you take it?—I do not think I did read it before I signed it. I read the tender paper, and we had the same questions about it, but we were assured there was no difficulty whatever. It was merely the supply of material, and we were told that we should be able to carry it through with little or no difficulty.

3999. With respect to fines and penalties imposed upon you, do you mean to say that those are contrary to the terms of the contract in any way?—According to the opinions of Sir F. Thesiger and Mr. Bovill we are bound to pay them; but we are in this position, that if Government had no goods in hand they would be compelled to sue us for the 390 *l.*, and we should then be able to get before a jury.

4000. Mr. *Liddell.*] Are you in the habit of entering into such large obligations as this without taking the trouble of reading the words of the contract?—It was considered quite an ordinary matter, purely one of form.

4001. Mr. *Jackson.*] Of your own knowledge, can you speak of similar demands being made upon other contractors?—Not of my own knowledge; I can only speak of what I have heard from other parties.

4002. *Chairman.*] It was stated by Captain Milne, in answer to Question 3760, that he considered the penalty of 10 *l.* so severe that it had been altered to 5 *l.* per cent.; do you receive that benefit or not?—We do not; we are fined both.

4003. Viscount *Duncan.*] Was not your contract signed in November 1856?—Yes.

4004. That was previous to that resolution of the Admiralty?—Yes; I have taken the liberty of calling the attention of the Committee to the amount of fines

fines at present imposed; I also ask their consideration of the evidence given by Mr. Grant and the other gentlemen; and I submit that if the opinions which Mr. Grant has expressed with regard to our house are still maintained, a gross act of injustice will be done to our house by any attempt to enforce against us the fulfilment of this contract for another nine months, and one which could only have the object, it appears to us, of ruining an old established house. The Government can get no good by it in any shape or way; if we cannot supply these articles let the Government at once assign the contract to some one else who can; and let them sue us for the amount that they say they are entitled to.

4005. Mr. *Liddell.*] That is stated in the shape of an appeal to the Committee, rather than giving evidence?—It is not evidence, I am sorry to say.

4006. Mr. *T. G. Baring.*] Have you any other remarks to make?—I submit that the goods we have delivered are equal in quality to the pattern, and are in all respects fit for Her Majesty's service; that we have not been guilty of fraud, deception, or the other crimes imputed to us, but that in fulfilling our contract every endeavour has been made by us to deliver the articles in such a manner as would please the inspectors and pass inspection. When you have before you Mr. Robert Addiman, the manager of the mills at Leeds, he will, if the Committee desire, produce the letters he received from his masters in London, desiring him not to limit for 3 *d.*, 4 *d.*, or even 6 *d.* a yard the price of the articles, but to work up to the full value of the article required; that occurred in March, April, and even down to the latest dates. I submit that the inference which is to be drawn from the statement of Mr. Grant, and the other officers, to the effect that we had been treated with particular candour and openness, and that every information was freely communicated to us, is not correct; that the letters I have read before this Committee show that that statement is not true, and that the only information we had was the letters received from the Admiralty, which are now before this Committee.

4007. Are you careful in the statement you make that the only information you had was the letters received from the Admiralty?—I am speaking of the Government officials only.

4008. You mean to say that positively?—I do. However painful to me, as representing this house, to appear before you charged with these crimes, and however deeply we regret that your valuable time has been occupied with what is to a certain extent a personal inquiry, one good, we hope, may result, namely, that the Committee will have an opportunity of seeing how one contractor is treated at the hands of the Government. What has passed in this matter I think will justify me in the opinion which I gave in the first instance, that no inspection can be satisfactory but that of dealing with an honest man, and holding him responsible for the wear of the articles.

4009. Lord *Claud Hamilton.*] Can you name the person who represented your firm, and who is said to have assented to the presence of chalk in the kersey?—James Biden.

4010. Sir *Charles Napier.*] Had you any correspondence relative to this clothing with any one else besides Mr. Grant?—We have received one letter, I think, from Mr. Phinn, the Secretary to the Admiralty.

4011. All the rest of this correspondence relative to this clothing, as I understand, is signed by Mr. Grant, the Comptroller of the Victualling?—The whole of it, except the letter from Mr. Phinn.

4012. Has that letter been put in?—It has not, it is dated the 3d April 1857, and I will now put it in. (*Witness handed in the same.*)

4013. In any other contracts you have had with the Government, has the correspondence always been signed by Mr. Grant?—This is the only important contract we have ever had with the Admiralty.

4014. General *Codrington.*] Referring to your objection to Mr. Grant's evidence, does not that officer quote the words of the Board of Inspecting Officers, and does not your complaint refer to an official letter written by him as the head of a public department?—The principal part of the language that I have quoted, as having been used by Mr. Grant, is from his official report, dated 30th May 1857, to the Secretary of the Admiralty; but his answer to Question 2393 is entirely his own opinion.

4015. *Chairman.*] There are statements, I understand you to say, in Mr. Grant's evidence, which did not appear in the returns and reports sent up from the Deptford Board of Inspection?—Certainly.

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4016. Mr. *T. G. Baring.*] What statements are those?—You will find them in his answer to Question 2393, and his answers to other questions.

4017. Sir *Charles Napier.*] Has all the correspondence with Mr. Grant been put in?—Not quite. I have in my hand four letters.

4018. Put in all your correspondence with Mr. Grant, or with the Admiralty?—I hand in a letter dated 20th January, another dated 11th March, the 21st March, and the 26th May.

Mr. *John Turner*, called in; and Examined.

Mr. *John Turner.*

4019. *Chairman.*] ARE you a member of the firm of John Turner & Sons?—Yes.

4020. Where do you carry on your business?—At Luddenden Foot, near Halifax.

4021. Are you makers of serges and kerseys?—Yes, and other sorts of goods.

4022. Did you agree with Messrs. Hebbert & Co. to supply them with kerseys and serges for the Royal Marines?—Yes.

4023. Did you ever make a direct contract with the Government?—Several times.

4024. What is the number of yards of kersey and serge that you supplied to Messrs. Hebbert & Co., under their contract?—About 8,000 or 10,000 yards of kersey, and 14,000 yards of serge.

4025. How were the prices arranged between you and Messrs. Hebbert & Co.?—We agreed about the price for both sorts, at a certain sum per piece or per yard; so much per piece I believe it was, in both cases.

4026. Who fixed the price?—I fixed it myself; I am the only partner in the firm; my father is dead, and my brother has given up business.

4027. Was the price at which you agreed to supply the goods sufficient to enable you to work fairly up to the quality of the pattern, and to make a moderate profit yourself?—It was, or I should not have taken it; I should not have taken it without profit.

4028. How did you get the pattern to work by?—We had the pattern sent from several places; we had it in one instance from Messrs. Hebbert & Co., but we have always made the goods before.

4029. Mr. *T. G. Baring.*] Where did you receive it from in the other instances?—From two or three London houses, such as Dolan & Co., Webb & Co., and one or two others.

4030. *Chairman.*] Have you been in the habit of manufacturing goods of this description for other firms than this of Hebbert & Co.?—Yes.

4031. And to a large amount?—Yes.

4032. Was the pattern of Messrs. Hebbert & Co. similar to that of Messrs. Dolan's?—It was; it was one of our own make; we have supplied Messrs. Dolan's for three years or more with goods for the same contract.

4033. And the same pattern?—Yes; in fact we have made the goods for 50 years. I believe no one has made the goods but our firm.

4034. Do you consider that the supply you furnished to Messrs. Hebbert & Co. was equal to the pattern?—I am quite sure of it.

4035. Mr. *Corry.*] Do I understand you to say that you manufactured the piece of goods from which the pattern was cut?—Yes, it was our make; I could tell it instantly; I am quite confident it is one of our pieces.

4036. *Chairman.*] Can you point it out amongst these patterns that are lying on the table?—Yes, this is it. (*Witness selected one of the patterns.*)

4037. Sir *Charles Napier.*] Do you know that was the pattern sent by the Admiralty to Messrs. Hebbert & Co.?—I have no doubt it was the same piece.

Mr. *Arthur Croker*, called in; and Examined.

Mr. *A. Croker.*

4038. Sir *Charles Napier.*] IS this the pattern that you received from the Admiralty?—It is the one I received from the Marine office at the time of the tenders being put up; it was cut off the sealed pattern.

4039. And you sent that pattern to Messrs. Turner & Co. to work upon?—Yes.

Mr. *John Turner*, re-called; and further Examined.

4040. *Chairman.*] DO you consider that the supply you furnished was equal to the pattern which has now been proved?—Certainly.

4041. Are you aware that any portion of that supply was rejected at Deptford?—Yes, it was.

4042. What quantity?—I cannot say the quantity; perhaps there would be 120 pieces at first of 30 yards each; I believe that in the first instance 3 pieces of 30 yards each were passed.

4043. Mr. *T. G. Baring.*] At what date?—I do not know the date; but it might be in January.

4044. You sent them in January?—Yes, they were passed, and therefore we concluded they were right.

4045. Were any goods sent previous to January?—I believe not.

4046. *Chairman.*] In consequence of this rejection of your goods, did any correspondence take place between Messrs. Hebbert and yourselves?—Yes, I believe so; but I do not exactly recollect what.

4047. Mr. *Liddell.*] Were all the pieces of kersey that were supplied by you to Messrs. Hebbert & Co. of the same quality?—They were.

4048. Mr. *Jackson.*] Were they quite equal to the three pieces which were passed?—As near as it is possible to manufacture them; it frequently happens that some pieces are much better than others, which come out of the same loom.

4049. Was it fully equal to that supplied to Messrs. Dolan, and to others?—Yes, fully equal.

4050. Lord *Claud Hamilton.*] Was there any difference in the weight?—Those that we have supplied to Messrs. Hebbert & Co. were the heaviest.

4051. They were equal in quality, and were rather heavier?—Yes.

4052. Mr. *Philips.*] Is it impossible to make every loom in a mill produce the same weight and quality?—It depends partly upon the weaver, and other things.

4053. Lord *Claud Hamilton.*] During the three years that you supplied Messrs. Dolan's with a similar quality, you had no rejection?—We heard of no complaint of any consequence.

4054. *Chairman.*] Since the rejection of your goods, what has occurred between you and Messrs. Hebbert & Co.?—We have had to supply the goods again once or twice.

4055. Have you supplied them?—Yes, we have supplied all they have demanded; we have had the goods returned, of course.

4056. You supply white kersey, do you not?—Yes.

4057. An objection has been made that there were stains upon the kersey, and that when it was held up to the light they appeared to have been covered over with chalk?—If they were to hold the whole piece up to the light, they would see similar stains in that; the article cannot be made without the stains at all times; and if any one could tell me how to make them without stains, I should be happy to pay him a large remuneration.

4058. Mr. *T. G. Baring.*] Can you make them without chalk or whitening?—We use the chalk to get them perfect again, as a soldier gets his jacket perfect.

4059. You use the chalk to conceal the stains?—Not to conceal them, but to make them perfect.

4060. To make the stains perfect?—To make the piece perfect; we cannot do it without it.

4061. *Chairman.*] Is that the general system adopted in the manufactory of kersey?—Yes.

4062. Was that system pursued by you in your supplies to Messrs. Dolan's?—That system has been adopted since 1800.

4063. Mr. *Jackson.*] Do you think that if the sample went through the same examination, it would be found to have similar defects?—I have no doubt of it, if the whole sample piece was examined.

4064. Mr. *T. G. Baring.*] Do you say that chalk would be found in the sample?—Sometimes too much is put on, and then it is not all knocked off again. In going through the carding engine, a card-tooth gets broken, and as soon as the brimstone comes on it, the action of the brimstone causes it to ironmould, and then we have to put some chemical stuff on to get that ironmould off, and then to use a little chalk to get it back to its proper colour.

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4065. Mr. *Corry.*] Is every piece stained in the process of manufacture?—No, not every one.

4066. Mr. *Liddell.*] What is the cause of the stains?—If it gets rubbed against iron of any sort, it will be stained; we are obliged to renew the tenter-hooks every few years.

4067. Has kersey of yours passed with the same description of stains?—Exactly the same.

4068. Mr. *Philips.*] As I understand, the very pattern sent to you had stains? More or less, in the piece.

4069. That pattern you say was your own manufacture?—It was.

4070. Lord *Claud Hamilton.*] Were the three pieces of 30 yards each, which passed in January last, also stained?—More or less, no doubt of it.

4071. General *Codrington.*] Do I understand you to say, it is necessary in the manufacture of white kersey to use chalk in the manufacture?—We could not do without it.

4072. I spoke of the first manufacture?—Yes.

4073. You say it is necessary for the manufacture, and not merely for the purpose of concealing any imperfection?—When we first made these goods, we used to chalk the whole piece, or pass them through chalk and water.

4074. I want to know whether it is necessary for the manufacture, as a manufacture, and not for the purpose of making it an even surface, or for concealing the stains?—It is in the process of manufacture, and we cannot do without it.

4075. I do not understand that in other manufactures of white material they use chalk in manufacturing it?—Only for the purpose of taking stains away.

4076. It is not necessary for the manufacture, but is necessary to give it an even appearance?—Yes, to get the stains out; we have always done so since I was a boy.

4077. Mr. *Corry.*] Have you any reason to suppose that the goods furnished by Messrs. Hebbert & Co. had more than the usual quantity of stains?—Not that I am aware of.

4078. General *Codrington.*] You did not supply the cloth direct to the Government?—No; we supplied it to Messrs. Hebbert & Co.

4079. Mr. *Jackson.*] Had you any reason to apprehend a rejection of your goods?—Not the least.

4080. When you entered into the contract, were you aware that you were liable to have your goods sent back?—Quite so, if not right.

4081. And you never thought of any rejection?—Not at all; it was as good as we supplied before.

4082. *Chairman.*] Under your contract with Messrs. Dolan & Co. for a similar article, and I suppose to the same amount, what proportion was rejected, and what proportion passed?—I should think that during the three years not more than 20 pieces were returned.

4083. Mr. *Jackson.*] How many pieces did you send?—Many hundreds.

4084. Viscount *Duncan.*] Did you furnish exactly the same article to Messrs. Dolan and Messrs. Hebbert?—Yes; except that that which we sent to Messrs. Hebbert was heavier in weight.

4085. Was the pattern from which you were to furnish the same in both cases?—It was.

4086. Mr. *Philips.*] How many workpeople do you employ?—I cannot tell; perhaps about 200.

4087. What horse power have you in your mill?—We have a steam engine of about 40-horse power, with a water mill of about 80.

4088. Mr. *Liddell.*] You say that the stains are caused by the contact of iron with the brimstone; is brimstone necessary for the manufacture of cloth?—We could not make it without; that is, white kerseys.

4089. *Chairman.*] You say that you had 20 pieces returned under your contract with Messrs. Dolan?—Twenty in the whole; I do not know that Government rejected them, but Messrs. Dolan sent them back to us.

4090. You send up your goods from Yorkshire in the bale?—We do.

4091. Do you send them into the contractor's warehouse, or do you send them to Deptford?—We always send them to the contractor's warehouse.

4092. Sir *Charles Napier.*] How many of the pieces supplied to Messrs. Hebbert & Co. were sent back to you?—I think the second time we supplied 120 pieces, and they were all rejected.

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4093. How many bales?—There were 10 pieces in a bale, so that there would be 12 bales.

4094. During the same time that Messrs. Hebbert employed you, did you find more of their goods rejected than of those supplied to Messrs. Dolan?—Far more; 10 times as many for the time.

4095. Was the quality of the goods which you made for Messrs. Dolan and for Messrs. Hebbert exactly the same?—As near as it is possible to manufacture them.

4096. Were they made of the same wool?—Yes, they were the same sorts.

4097. And made at the same time?—They were made in the same manner in every respect.

4098. In the same mill?—In the same mill.

4099. And by the same loom?—Of course, by different weavers.

4100. And the same men?—Yes; it is A B C work with us; we can do it as easily as possible.

4101. Were you obliged to take back from Messrs. Hebbert, the pieces they returned?—Yes; I am sorry to say I was.

4102. If you were conscious you had worked up to Messrs. Hebbert's pattern, why did you take them back?—Because we are compelled to do so; we might lose their connexion if we refused, and we have other channels to which we may send them.

4103. It was from a fear of losing the connexion that you took back the goods, and not in consequence of any doubt that you had worked agreeably to the contract?—We had not the least doubt.

4104. Lord *Claud Hamilton.*] When you took them back did you protest against their being inferior to the pattern?—We said they were equal. I will read you a letter which we received from Messrs. Hebbert & Co., dated 1st July 1857:—

Messrs. Turner & Sons, Luddenden Foot.

Gentlemen, Pall Mall East, 1 July 1857.

You are no doubt aware that a Committee of the House of Commons is now sitting on Government Contracts. Our contract for supplying the marines most unfortunately takes a prominent place; and on Friday next we expect to be heard in answer to the serious charges made against us. In regard to the kersey and serge supplied by you, and which have been rejected, it is alleged by the authorities that they are both very defective in quality; that a fraudulent attempt has been made to cover stains and other defects in the kersey by covering over the spots with chalk or whitening; that these spots pass through the whole substance, and that the contractor must have been well aware of the defect when he tendered the goods.

These goods were forwarded to Deptford in the same state in which they arrived from you.

We intend reading to the Committee the letter you wrote to us 14th February; but we think it right that you should have an opportunity yourselves of being heard, and if you come to town we shall be glad to defray the expense.

We shall not know until Friday afternoon when the next meeting will take place; but in the mean time we shall be glad to hear from you, whether you will attend if summoned. You will of course come prepared as fully as possible to justify your supply.

Yours, &c.

(signed) *Hebbert & Co.*

And on July 2d we wrote the following answer:—

Messrs. Hebbert & Co.

Gentlemen, Luddenden Foot, 2 July 1857.

We are in receipt of yours of the 1st; contents duly noted.

With respect to our supply for the Marines of white kersey and serges we have only again to say, we consider both fully equal to the pattern we had to go by, and we have supplied these goods more or less for the last 20 years, and have had very few complaints of them during that period.

With respect to your remarks about the stains, we beg to say that it is quite impossible to manufacture these sort of goods to be free from stains at times. In going through the carding engines sometimes the cards will break a little, and a few bits of the wire get into the piece during the process of carding it; when the pieces come to be finished, to make them white, we stove them with brimstone, and with the card teeth being in the piece, the action of the brimstone causes them to be iron-moulded, that is, it makes brown stains, and we have to use salts of lemon to take them out again, and then a little pipeclay to get them a proper colour again. This is the plan which we have followed for the last 50 years; they can be done no way else to get them clean, and it is not possible to make white kerseys without stains, more or less.

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With respect to going before the Committee we beg to say, we cannot say more than we have done; and at present we could not spare time to come to London.

Yours respectfully,
pro John Turner & Sons,
(signed) *Jno. Turner*, Jun.

P.S.—We have sent a good deal of goods to Weedon lately, and have had no complaints of stains; and just the same class of goods as yours are.

4105. Sir *Charles Napier.*] When you entered into the contract with Messrs. Hebbert & Co., did you agree that, in the event of Government refusing the goods, you would take them back?—I do not think we made any agreement at all; we always do take things back at times.

4106. Mr. *Philips.*] You trade with many other houses besides that of Messrs. Hebbert & Co?—Yes; and have done so for the last 50 years.

4107. When you have a dispute about goods, and you return them, do you take them back?—I am sorry to say we do; I should like to do without it, but we cannot help ourselves in Government contracts.

4108. Lord *Claud Hamilton.*] Have you ever referred your disputes to an arbitrator?—Perhaps we have; and if we were dealing with a private firm we should have settled this matter at once by allowing 1 *d.* or 2 *d.* a yard; but with the Government we have no chance.

4109. Have you ever supplied kersey to the Government?—No; I believe it is never required except for Weedon and for this contract.

4110. Is that which you supplied to Weedon equally subjected to the action of chalk?—Yes.

4111. Viscount *Duncan.*] Have you any contract with the Government?—Not for that class of goods.

4112. You say you have supplied goods to Weedon?—Not direct; we supplied them through a London house.

4113. Mr. *T. G. Baring.*] What house?—I do not think it is fair to call upon me to answer that question; I do not want to disclose every one of my customers.

4114. Viscount *Duncan.*] Did you furnish the same quality of kersey to Weedon that you did to Deptford?—The same quality, but rather lighter in weight.

4115. Was that passed at Weedon?—I think we furnished 70 pieces the last time, and three were rejected.

4116. Are you aware of the system of inspection of kerseys that is pursued at Weedon?—No; I think it is different to that pursued by the Admiralty.

4117. Which do you prefer, the system at Weedon or the system at Deptford?—I like the system at Weedon at present.

4118. Why?—Because they passed better than the last pieces at Deptford.

4119. Mr. *Liddell.*] Are you aware that the inspection at Weedon is conducted by professional persons?—I suppose it is; they may be professional persons, and still know nothing about it.

4120. Would not a professional person know that cloth such as you have described, is liable to stain in the course of its manufacture?—I do not think they will know anything about it.

4121. Mr. *Jackson.*] Do you think that a tailor, in the habit of judging of the quality of cloth by cutting it up and sewing it, is as well able to judge as the manufacturer?—I do not think he would be without experience.

4122. Mr. *Liddell.*] I ask you whether you are not aware that the cloth at Weedon is subject to the examination of professional persons; and further, whether those professional persons, connected with the manufacture of cloth, would not know that cloth was liable to stain?—They ought to know, if they did not.

4123. Mr. *Philips.*] Do you not know, as a manufacturer, that many of those who buy your goods really understand very little about them, but that they have to trust more to your character and position than to their own knowledge of the goods?—It may be so in some cases; but they generally look into them very minutely.

4124. But can they understand them as well as the person who makes them?—I think not.

4125. They have to trust to your character very much?—Of course.

4126. Sir *Charles Napier.*] If you knew that your goods were only to be examined

examined by military officers, without the assistance of any one who understood the manufacture, could you furnish an inferior article without their detecting it?—I should never attempt it.

4127. I ask you whether as a manufacturer you could do so?—It might be possible, if the person to examine the goods did not understand them.

4128. Have you ever had a contract direct with the Admiralty for clothing of any description?—We have a contract now for white fear-noughts.

4129. Have you ever had any rejected?—Very few; and we have had the contract five years.

4130. *Chairman.*] I observe, on reference to the papers which have been put in, that at Weedon there are three descriptions of kersey: white, crimson, and green?—I have no contract with Messrs. Dolan for that description of goods, but it is with another house for supplying a part of the white kersey.

4131. Mr. *Jackson.*] If a dispute arose between yourself and an extensive dealer in Manchester as to the quality of the goods, would you get a tradesman or manufacturer to decide as to the quality?—There would be no occasion, because we should decide it amongst ourselves; if necessary, we should go to another house in Manchester, or make it up in the best way we could, or take back the goods.

4132. If an inspection of the goods is to take place, which would you consider the fairest to you, as a manufacturer, and also to the dealer, that they should be laid before a man who had been in the habit of cutting cloth, or a manufacturer like yourself?—I would sooner go before a manufacturer; he would understand the article, particularly if he himself manufactured the same kind of goods.

4133. *Chairman.*] It has been stated that there was an attempt at imposition by Messrs. Hebbert & Co. in sending in kerseys which had been chalked. I want to ask you whether, so far as the supply of kerseys is concerned, that term is applicable to Messrs. Hebbert & Co.?—It is not applicable to them at all, nor to us, in any sense of the word; we never attempted to defraud the Government by passing inferior goods; it is not possible to make the goods without stains, more or less.

4134. Mr. *Philips.*] In what way do you think that any unpleasantness could have arisen about these goods?—I do not know; I think they were rather too severe.

4135. Who?—The authorities.

4136. Have Messrs. Hebbert & Co. been severe upon you?—No; the authorities at Deptford on them, the Messrs. Hebbert & Co.

4137. Lord *Claud Hamilton.*] Do you mean that they have been more severe than during the three years that your goods passed?—I am quite certain of it.

4138. Mr. Bischoff has handed in a letter which his firm received from you, in which I find this expression, "We think it is something else which hinders them from passing"?—I meant that it was some other cloth.

4139. State what you consider hindered your goods from passing?—I have no idea. I was simply just writing at the time; perhaps I might not think anything about it.

4140. Sir *Charles Napier.*] Do you think there has been any foul play?—Well, there ought not to be.

4141. Do you think there has been any foul play with respect to these contracts?—I should think not; I am not aware of anything of the sort.

4142. Do you think there has been unnecessary severity exercised towards Messrs. Hebbert?—I think there has been.

4143. Lord *Claud Hamilton.*] Or that there has been a difference in the way in which these goods have been examined since you supplied them to Messrs. Dolan?—Yes; I should almost say there has.

4144. Mr. *Liddell.*] If these goods had been subjected to a professional opinion, do you think they would have been rejected?—I think ours could not have been.

4145. When I talk of professional opinion, I mean the opinion of manufacturers; do you think they would have been rejected under those circumstances?—I do not think they would.

4146. Mr. *Philips.*] You do not mean to say there might not be a few pieces rejected?—There might be.

4147. Do you think it would be as much as 5 or 10 per cent?—Nothing of the sort.

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4148. Mr. *Jackson.*] I understand you to say that it would be impossible to manufacture 100 bales of your cloth without some of them being more or less stained?—Quite impossible.

4149. If a party examining them happened to fall upon those few pieces that were stained, and condemned the whole which might not be stained, would you think it a very unjust measure?—I should not think so, but I should be certain of it.

4150. Mr. *Philips.*] Probably you would not have any further transactions with a private individual who treated you so?—No.

4151. Sir *Charles Napier.*] As a contractor do you prefer supplying the War Office to the Admiralty?—We have always got through very well with both.

4152. Have you ever heard among contractors in general an opinion that the Admiralty are generally too severe?—I have heard that statement before.

4153. Have you heard amongst contractors that the Army Department was too severe?—Yes, I have. I would much rather manufacture for a private individual than for the Government.

4154. Mr. *Philips.*] Why?—Because I can get to a private individual, and talk to him, and he will listen to reason.

4155. Would you go to the head of the firm?—Yes; we should have no trouble.

4156. Sir *Charles Napier.*] On former occasions, did you ever try to obtain an interview with the First Lord of the Admiralty?—We have generally taken the goods back, and supplied others.

4157. When your goods are rejected, you would like to see some one in the higher department of the office?—If it was worth while; what we have had rejected has been some small quantities.

4158. Individually, you have no reason to complain?—Not so far as I know.

4159. General *Codrington.*] With regard to Government cloth, is there not a fixed pattern that it is necessary rigidly to adhere to?—Yes, of course they take a pattern, but if they took another piece of the same sample it might not be so good.

4160. Is that the case with your orders from private firms?—Yes, we have generally a pattern to go by, unless we have supplied the goods before.

4161. With regard to private orders, supposing they did not quite come up to the mark, a difference in the price would prevent a disagreement between the parties?—Yes.

4162. With regard to Government orders, would not a reduction in price, in consequence of an inferiority in the article, be an injustice to the soldier or to the sailor?—The Government ought to know that best.

4163. Mr. *Philips.*] Do any of your goods ever go to America?—We have sent goods both to North and South America.

4164. When you receive orders from commercial houses, do they send patterns to make by?—Yes; unless we have made the goods before, and then they tell us what they want.

4165. You endeavour to make them as near as possible to the pattern?—Yes.

4166. Do you pay the same attention to the one as to the other?—Yes, we make them as perfect as we can; but we cannot always get them perfect.

4167. Mr. *Jackson.*] Your character is your profit?—Yes.

4168. If you had not a good character, you could expect no business?—We have done business for houses in London for 50 years together.

4169. *Chairman.*] You act upon the principle of mutual confidence as between man and man?—Yes; there are some parties who would not send any pattern.

4170. If any difference takes place, you make it up as well as you can?—Yes, by arbitration. There is another thing connected with the Government which I think is very wrong, and it is very hard upon the manufacturer: when the goods are rejected, the officials throw them upon the floor, and they are sent back to us covered with dirt, which entails upon us an expense in cleaning the white kerseys of from 5*s.* to 10*s.* a piece.

4171. Did you ever write to the Admiralty?—We have written to the Admiralty, and to the Tower.

4172. Mr. *T. G. Baring.*] When?—I cannot give you the dates; but it is some time since.

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4173. Can you furnish us with the dates?—Perhaps I did not keep any memorandum.

4174. Viscount *Duncan.*] When did you write to the Tower?—Perhaps three years since.

4175. Have you recently to the War Office?—I have written to different departments.

4176. Mr. *T. G. Baring.*] How long ago did you write to the Admiralty?—I cannot say.

4177. Can you state the year?—I do not think I can; I know I wrote a complaint about the goods being thrown about and spoiled.

4178. Lord *Claud Hamilton.*] Have you ever had reason to believe that the kerseys were spoiled or damaged before they were examined?—They have been either damaged before or after; they have cost me many a score of pounds to get them clean again. When they reject goods they ought to be as careful of them as if they received them. I could mention one house in particular, Messrs. Henry. of Manchester, who, when they send goods back, are as careful to keep them clean as when they receive them.

4179. Mr. *Liddell.*] Could you not protect yourself against these risks and losses by inserting terms in the contract?—We are not allowed to do that; the contract provides that the rejected goods are to be taken back at the contractor's expense; but there ought to be something in the contract to compel them to keep the goods clean; the Government are better able to bear the loss than the manufacturers.

4180. Mr. *Philips.*] You have to find sureties?—Yes.

4181. Do you consider that a surety is a partner in your concern?—Not at all; we should not like him to be so.

4182. *Chairman.*] When it is stated that you sometimes work without a profit, I suppose it arises from this, that wool may increase in price 2*d.* or 3*d.* per pound subsequently to your having entered into a contract with a large firm for the supply of 10,000 or 20,000 yards of kersey?—Yes.

4183. Mr. *Philips.*] When business is very flat you will take an order at a low price?—To keep the workpeople together.

4184. It would be a dead loss to you if your mill was standing idle?—Yes, and we could not get the men back again if they left us. I have been working without a profit for the last six months.

4185. Lord *Claud Hamilton.*] Have you any other observation to make?—No other; except that I should like you to call the attention of the authorites to the circumstance of the goods being damaged after having been rejected.

4186. Mr. *T. G. Baring.*] You have no direct contract with the Government for the supply of these kerseys?—We have not.

4187. If the goods are returned to you by Messrs. Hebbert & Co., your business is with them, and not with the Government, respecting the return of the goods?—Of course it is.

4188. You said you had orders from Messrs. Hebbert & Co., upon the occasion of their entering into the contract; what was the date of the order?—I think it was some time in November or December.

4189. Can you put in the letter by which that order was given?—I think it was given in Leeds by one of the partners; we gave the prices before that by letter.

4190. Was that in answer to some letter from Messrs. Hebbert & Co.?—Yes.

4191. Can you remember whether in that letter the pattern was enclosed?—I have no doubt it would be.

4192. Are you certain that it was?—I am certain we received it at the time they wanted to know the prices.

4193. The pattern was enclosed from them?—At the time they inquired the prices of the goods when the contract was going out.

4194. Can you state positively that the pattern was enclosed?—I should have no hesitation in saying that it was. There was a verbal order at the time; but the pattern was sent previously.

Mr. *Robert Addyman,* called in; and Examined.

Mr. *R. Addyman.*

4195. *Chairman.*] WHAT position do you hold?—I manage Messrs. Hebbert & Co.'s business at Leeds.

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4196. Mr. *T. G. Baring.*] Were you the party who gave the order to Messrs. Turner for the supply of kersey?—I believe I wrote the order; he will have the order by him, accompanied by a pattern.

4197. Was it by a verbal or written order?—We never give verbal orders.

Mr. *John Turner*, re-called; and further Examined.

Mr. *John Turner.*

4198. Mr. *T. G. Baring.*] WAS it a verbal or a written order?—A written order.

4199. Can you produce that before the Committee on a future occasion?—I should think so.

Mr. *Robert Addyman*, re-called; and further Examined.

Mr. *R. Addyman.*

4200. Mr. *T. G. Baring.*] CAN you produce a copy of the written order?—I can.

4201. Viscount *Duncan.*] You say you manage Messrs. Hebbert & Co.'s business in Leeds, are you manager of a mill there?—I am; I have the buying of all their goods.

4202. Do they own a mill?—They rent a part of a mill.

4203. Are they manufacturers themselves?—They are finishers at the mill; we have the goods manufactured by the several makers in the district, and we take them in the bulk.

Mr. *John Turner*, re-called; and further Examined.

Mr. *John Turner.*

4204. Mr. *T. G. Baring.*] IN consequence of this order you made certain deliveries to Messrs. Hebbert & Co.?—Yes.

4205. You told us that three pieces had been received?—Yes.

4206. When?—I cannot give you the date.

4207. Mr. *Philips.*] You sent them to Messrs. Hebbert & Co.?—Yes.

4208. Do you know anything of what was sent to the Admiralty?—Only from the report.

Charles Bischoff, Esq., re-called; and further Examined.

C. Bischoff, Esq.

4209. Mr. *T. G. Baring.*] DO you state that the portion to which Mr. Turner refers was 66 ¾ yards of kersey?—I think it was.

4210. What was the date of the receipt of them?—It was in the early part of April.

4211. Was it the 9th of April 1857?—I have very little doubt of it.

4212. The goods rejected on the 13th of February must, then, have been rejected long before this portion of the kersey was received?—Of course.

4213. You have heard the witness state that, in consequence of the acceptance of this 66 ¾ yards, he considered the larger delivery of the same kind would be accepted?—That must be a mistake.

Mr. *John Turner*, re-called; and further Examined.

Mr. *John Turner.*

4214. Mr. *T. G. Baring.*] THEN you could not have supposed, by the acceptance of three pieces previous to the others, that the bulk would be received?—When I answered that question I thought that these three pieces had been sent in first.

4215. Then it is not as you have stated?—It might not be the case.

4216. Now I come to the orders in December to complete the delivery for February; state what those orders were?—The orders were to deliver so much during the year, and the quantity was stated.

4217. Can you state the price that was arranged between you and Messrs. Hebbert & Co.?—I have no occasion to state that.

4218. You do not wish to state it?—I do not think it is fair.

4219. Was it more or less than the price paid to you by the late contractors?—I do not think that is a fair question.

4220. With

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4220. With respect to the pattern, can you state whether it was the same as that of the former contracts?—It was the same class of goods.

4221. When you say "the same class of goods," do you mean it was precisely similar in quality and in every respect?—There has not been any difference in quality for the last 10 years.

4222. Was this pattern superior to the pattern under the contract of 1853?—I do not know that it was.

4223. Did you see that?—Yes.

4224. When you accepted the pattern for 1857 did you compare them?—No.

4225. As you did not compare them, how can you tell they were the same in quality?—We have been manufacturing it so long.

4226. You say that it was the same in quality?—Yes.

4227. In every respect precisely the same?—As near as it can be.

4228. Did you receive from Messrs. Hebbert & Co. any account of the weight per yard at which the kersey was to be when delivered?—Of course.

4229. State what it was?—1 lb. 13 oz.

4230. After the rejections on the 13th February, a letter was written to you by Messrs. Hebbert & Co.; and Mr. Bischoff, in answer to Question 3839, says: "We were made aware on the evening of the 13th that we had a considerable rejection. Kersey was an article which of course we did not make, but we gave instructions to Messrs. Turner and Sons, of Luddenden Foot, near Halifax, who had made, as we believed, the supply for the previous contractor, to make this supply to fulfil that part of the contract for us, 10,000 yards. This must come under the general remarks upon the cloth. This kersey story is disposed of in a few minutes; it runs through other parts of it. I shall not again refer to the kersey after I have now closed it. We immediately wrote, knowing that the whole of the kersey was rejected as not equal to the pattern in weight or quality, to Messrs. Turner & Sons, to apprise them of it." Can you produce the letter which was written to you by Messrs. Hebbert & Co. on that occasion?—Of course I can.

4231. You write in answer: "Yours of the 13th is to hand; are much surprised about the white kerseys; we are quite sure these goods are fully and more than up to the pattern in every respect, both in quality, make, and weight; and every piece weighed full 54 lb." How much does a piece of kersey measure?—The pieces we have furnished before have been 37 inches to the yard, and 30 yards long.

Colonel *Stransham*, called in; and Examined.

Colonel *Stransham.*

4232. Mr. *T. G. Baring.*] CAN you put in the sealed pattern for the white kersey supplied under Messrs. Dolan's contract?—This is the sealed pattern, which I yesterday saw at the Royal Marine Office (the witness produced the same); there is no weight whatever on it, and it is stated to be "pattern for drill jackets for privates and gunners." It is the one by which the former contract was worked.

4233. Are you certain that there is no weight upon that card?—I am quite positive.

Mr. *John Turner*, re-called; and further Examined.

Mr. *John Turner.*

4234. Mr. *T. G. Baring.*] THERE being no weight specified on the pattern of Messrs. Dolan & Co., what does it signify in the statement of your case that when you sent the goods to Dolan & Co. the weight was only 51 or 52 pounds per piece?—We knew what weight we had to make them; we should know that from our own information, or from Messrs. Dolan mentioning it.

4235. How can you compare deliveries made under a contract in which no weight was specified with deliveries under a contract which specified the weight?—They are better than they were before.

4236. Do you consider that the Government may, if they please, raise the character of the goods to be supplied for the clothing?—I saw the pattern was one of our own make.

4237. Did you see the sealed pattern at the Marine office?—No, I have never been

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been there; if our customers send us a pattern, we do not say that it is not the right pattern.

4238. You state in this letter to which I have referred, that you received no complaints for sending kersey weighing 51 or 52 pounds per piece under Dolan's contract, but that the goods supplied under this contract weighed 54 pounds. How can supplies under Messrs. Hebbert's contract be compared with the deliveries under Messrs. Dolan's contract, where there was no weight?—They are better goods than we delivered before.

4239. Should they not be superior goods under the contract?—Of course.

4240. Goods which you sent in under Messrs. Dolan's contract might be justly rejected under Messrs. Hebbert's contract?—Of course they might.

4241. You have said that sometimes 100 pieces of cloth might be manufactured without stains, whilst others will have stains; what is the length of each piece?—Thirty yards, of 37 inches to the yard.

4242. That being the case, do you consider that kerseys manufactured by you, which comes off without any stains, are equal or better in quality than kerseys manufactured by you with stains?—It would be as perfect as we could make it.

4243. You say that some portion of it is made without being stained?—It might be made without, at times.

4244. You said that 50 or 100 pieces might be made without?—Sometimes you might have scores of pieces without stains, and at other times you might have plenty of stains; the state of the weather affects the manufacture.

4245. Do you not think that the Government has a perfect right to contract for kerseys without stains?—I do not think they have, for they cannot get them.

4246. You say that 50 or 100 pieces might be produced without stains?—It is quite possible.

4247. One hundred pieces would be 3,000 yards?—Yes.

4248. Was not the first delivery that was ordered of you 3,000 yards?—Perhaps it was.

4249. Would it not be possible to send in the whole of the delivery without stains?—It might be possible, but not probable.

4250. Has not Government a right to expect that the kersey supplied to be worn by the men should be such as to ensure uniformity in the ranks?—If they expect it, they might make it themselves, for I would not.

4251. Mr. *Liddell.*] Can you ensure the cloth not having any stains?—You cannot; it is impossible; the pieces will vary more less.

4252. Mr. *T. G. Baring.*] Do you consider that those pieces which have stains in them are equal to those which have none?—Quite.

4253. Do you think I ought to pay the same price for pieces which have stains in them concealed by chalk or whitening, as I do for pieces which have no stains?—If they are done as they ought to be.

4254. Do you think it is fair that I should give the same price?—We should not take less.

4255. Should I be bound to give the same?—You might please yourself.

4256. Mr. *Philips.*] You say you often supply Messrs. Henry's, of Manchester. If you sent in 300 pieces of kersey, some of which had stains upon them, would you have any difficulty with them?—Not at all; it cannot be made without stains; sometimes we have it stained from beginning to end.

4257. They employ proper mercantile men, who understand these goods, to receive them?—Of course they do.

4258. Lord *Claud Hamilton.*] You think that no person acquainted with the manufacture, would ask for a supply of it without stains?—Not at all.

4259. General *Codrington.*] Is it reasonable to expect a soldier or a sailor to wear a coat in which he finds stains?—The defect would be nothing objectionable.

4260. In your opinion?—In my opinion.

4261. Lord *Clarence Paget.*] Would it affect the appearance?—He pipe-clays them the same as us, to get them clean.

4262. General *Codrington.*] Do you not require some chemical preparation to take out the stains?—Yes, we use salts of lemon; formerly, we used nothing but chalk.

4263. Where

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4263. Where there was a stain in a coat, the soldier would have to take it out by means of salts of lemon?—No; we take it out.

4264. And still you think that a coat with stains taken out by salts of lemon, is equal to one without any stains at all?—It would not be a fraction worse.

4265. Viscount *Duncan.*] Did you sell the rejected goods at an inferior price?—We should be glad to sell them at an inferior price; we have not sold them all yet.

4266. Lord *Clarence Paget.*] As it is necessary that troops should all be dressed alike, do you not get a higher price for the goods you supply to the Government than for the goods you supply to Messrs. Henry, or to other parties who may be in want of the same article?—There is generally less competition in the Government trade than in private trade. I can make a larger profit out of private trade than out of Government trade, and without being half so particular, or running so great a risk of rejected goods.

4267. Sir *Charles Napier.*] If you supplied a firm with 100 bales of goods, 90 of which were agreeable to the pattern, and 10 were not, would they reject the whole?—It would not be business-like if they did.

4268. You say that the goods are sometimes made dirty before they are returned to you. Do you know whether that takes place in Messrs. Hebbert's stores or in the Government stores?—I do not think they are loosed down until they get to Deptford; it is possible that, in coming down by the railway, they may get damaged, and we often come upon the railway for damages.

4269. Then your complaint is not entirely against the Government?—No; but I think they ought to do different to what they do.

4270. How do you know whether the damage has been received on the railway or in the Government stores?—We can always tell when it has been damaged on the railway, because it must be outside the bale; the damage done in the Government stores is outside the piece.

4271. Does the weather affect the weight of the goods?—Yes.

4272. If you send your goods to Deptford in dry weather, will the weight be so much reduced as to give them cause of complaint?—Of course they will dry a little.

4273. To any extent?—It will depend upon the weather and upon the state they are in. I have known pressed goods in wet weather gain four or five pounds a piece.

4274. Lord *Claud Hamilton.*] I understood you to say that you had made the sealed pattern that was sent down to you; you recognised it as some of your own work?—Instantly.

4275. For what contract did you make that?—For Messrs. Dolan, under the former contract.

4276. It has been attempted to show that there is a difference in weight, and that the goods supplied under this contract ought to have been 1 lb. 13 oz. per yard, whereas under the former contract they were only 1 lb. 11 oz. per yard. I understand you to say that the very pattern, upon which these goods were made for Messrs. Hebbert, was made by you under the previous contract with Messrs. Dolan?—I have not the least doubt of it.

4277. You never heard of any difference of weight being required by the Government?—I have no doubt the weight was stated on both occasions.

4278. Could you furnish the Committee with a statement of the weights severally required of you by Messrs. Dolan and Messrs. Hebbert?—I should think I could; I will do so if I can find the letter.

4279 *Chairman.*] Have you any other information to give to the Committee?—I do not know that I have.

Mr. *George Thomas Baines,* called in; and Examined.

Mr. *G. T. Baines.*

4280. *Chairman.*] WHAT firm are you connected with?—I represent Messrs. Richards & Co., in Aberdeen, Montrose, and London.

4281. What are they?—Linen spinners, and manufacturers generally.

4282. Did your firm undertake to supply duck to Messrs. Hebbert & Co.?—We did.

4283. What quantity?—I took an order myself at the house for about 5,000 yards to begin with; that was on the 21st April 1857.

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4284. Who made arrangements with regard to price?—I did, after consulting with the house.

4285. Were you furnished with a pattern?—We have made this duck for more than 20 years, and it would be called Marine duck.

4286. Do you believe this to be the sealed pattern which has been put in?—I believe it is.

4287. Was your supply made according to that pattern?—Yes.

4288. Do you think it equal to the pattern?—It was rather fuller in weight and quality than that.

4289. Have you ever supplied the Marine corps with the same article previously to this arrangement with Messrs. Hebbert & Co.?—We have supplied several thousand yards in the course of three or four years to different contractors.

4290. Did you ever contract direct with the Government, or did you contract with clothiers in London?—We have generally contracted with some army contractor.

4291. Had you many complaints of the former contracts?—We have scarcely had a complaint of that article.

4292. What firms do you supply?—We have supplied Messrs. Dolan.

4293. Are there any other firms?—We have supplied Messrs. Stephens also.

4294. Have you had returned to you any portion of the supply furnished by you to Messrs. Hebbert?—Out of the 5,000 yards we had 63 pieces returned to us by Messrs. Hebbert & Co., not on account of quality or weight, but on account of the finish. It was complained of as holding a little water finish, which we, in point of fact, considered the beauty of the duck; all our first fabrics are finished in precisely that way; it is tantamount to a fact, that bad material will not take this finish; it requires particular materials to take this finish; the finish is done on a roller or sort of calender.

4295. Mr. *Brown Westhead.*] Would a lighter material be destroyed by that process?—It would not take it; tow yarn will not take it. We thought we were doing the contract better than usual.

4296. Mr. *Corry.*] Is not the effect of the process to make the material hard?—It improves it.

4297. *Chairman.*] Have you always been in the habit of manufacturing cloth in that manner?—Yes; there is not a buyer who comes to our house who would buy flax duck which had not been treated in that way.

4298. Has all the duck which you have supplied to Messrs. Dolan & Co. been subjected to the same process?—No, I believe not.

4299. Mr. *T. G. Baring.*] Is the pattern furnished to you in that way?—I do not think it is, but we have delivered duck in that way in large quantities.

4300. Mr. *Liddell.*] Do you put that finish on the cloth as a sort of test of the goodness of the material?—No, it carries a character with it.

4301. Lord *Claud Hamilton.*] Have you ever supplied cloth finished in that way, although the pattern was not so finished?—No doubt of it.

4302. And in this instance the pattern was not finished in that way?—No.

4303. Although this article did not exactly correspond with the pattern, would a professional person, acquainted with the subject, consider it a better article?—Precisely so. If a watered pattern has been sent to us, and we had not finished the goods according to that, I consider they might have a right to complain.

4304. No person competent to pass an opinion would object to superior cloth because it did not comply with the pattern of an inferior article?—I should say not.

4305. *Chairman.*] Do you apply that process for the purpose of improving the article?—As it comes out of the loom it is rough, and in passing it through the calender you may have it much calendered or slightly calendered; when it is well calendered it represents the water-mark.

4306. You were astonished at that duck being objected to?—When it was mentioned to me I was much surprised. Messrs. Hebbert & Co. are a very large and influential house, and I was anxious to do all they wanted me to do, so that I took back the goods with pleasure. Duck is very saleable, and it made no difference to us.

4307. It is not like scarlet cloth which has been rejected?—No; we did not keep the goods in the house five minutes after they were returned.

4308. Are you manufacturing for Messrs. Hebbert?—Yes; and we are perfectly willing to go on with the contract for 12 months.

4309. Mr.

4309. Mr. *Brown Westhead.*] You sold this duck without any loss?—Yes; in fact it was sold at a better price.

4310. *Chairman.*] Is it your opinion, as a manufacturer, that the goods you delivered were equal to the pattern?—Most distinctly; Messrs. Richards & Co., would not allow it to be otherwise.

4311. Mr. *T. G. Baring.*] Notwithstanding what you say, that the goods were in your opinion, superior, were the goods which you supplied similar to the pattern?—The pattern delivered to us by Messrs. Hebbert, I believe had the water-mark; our cloth was a little better finished than that which has been put in before the Committee.

4312. You did not see the pattern under the present contract?—No; that thing is so well known, and every contractor so well understands our description of marine duck, that they would probably not show it to us.

4313. The pattern not being finished in that way, although the duck may be superior to the pattern, it is not similar to it?—I believe the duck was superior to the pattern delivered to us, but I do not think it similar to the pattern before the Committee; it was a small pattern given to me at the time as a corroboration.

4314. You are not aware that these goods were similar to the pattern?—I say they must be similar; it was only in the finish.

4315. It gives a different finish to the material?—It does; a customer may say, "This duck does not suit me; I should like to have the dress taken out."

4316. You mean that the contractor for duck, asking for it, has a right to require that it shall be similar to the pattern?—Decidedly; if we had not had that pattern, we should not have taken so much pains.

4317. You would have had no difficulty in supplying it, if the pattern had been sent to you?—If Messrs. Hebbert & Co. had sent it to us, we should have made it without the beauty of the finish.

4318. If they had sent to you the pattern without the finish, you could have made the duck according to that?—Yes.

4319. Lord *Claud Hamilton.*] Is it not the fact, that the finish comes out?—I think that in passing through the workpeople's hands it comes out.

4320. Then it would be the same as the pattern?—Precisely; if you immerse it in water, the mark will come out at once.

4321. Then it becomes exactly similar to the pattern?—Precisely so.

4322. It would be the same article with a little extra finish?—Yes.

4323. General *Codrington.*] Which you consider the test of goodness?—Yes; I believe the inspectors state it was the same as to weight, and so on, and that the only difference was in the finish.

4324. *Chairman.*] Does calendering the duck injure it?—Not at all.

4325. Viscount *Duncan.*] Have you made any contract direct with the Government?—I do not know that we have; we employ many thousand people, and of course we have many applications.

4326. Were you surprised when you heard the goods you supplied were rejected?—I was; I took more than ordinary pains; I worked the thing thoroughly, and very likely it was my anxiety to produce the effect which led me into the mistake.

4327. Did you inquire what was the reason assigned by the Government for the rejection of the goods?—They said it was in consequence of the finish. I said, "I am sorry for that; it is what I consider the beauty of the duck."

4328. Lord *Claud Hamilton.*] Does the extra finish entail upon you a certain degree of additional expense?—It requires a little more care.

4329. No person acquainted with the article would look upon it as a fraud?—Quite the reverse.

4330. *Chairman.*] To whom would the blame attach, if to any one, in respect of the rejection of the cloth?—I should be sorry to impute motives to anyone; all I have to do is with Messrs. Hebbert & Co. If they say such and such a finish will not do, we are very glad to alter it.

4331. You made the supply, according to the best of your judgment, equal to the pattern?—Yes.

4332. You believe it was so, and if there is anyone to blame it is not yourselves or Messrs. Hebbert?—There could be no blame attaching to us, because we were working to a pattern, which, I believe, was a little more finished than usual.

4333. Viscount *Duncan.*] Was any improper motive, after the rejection of these

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these goods, attributed to anyone by Messrs. Hebbert & Co. or anyone else?—No; I say nothing of the sort. Messrs. Hebbert could not quite understand why it should be, because I believe this was the first time they had had this contract; we had had to do with it for more than 20 years; we are conversant with it, and, I believe, every one in our establishment.

4334. *Chairman.*] According to your statement your firm has been in the habit of supplying duck for the marines for a period of 20 years?—Yes.

4335. Have you ever had any difficulty in passing it?—Not the least.

4336. Lord *Claud Hamilton.*] You have frequently sent in duck with an extra finish which was not rejected?—Certainly.

4337. And the result of your opinion is, that this rejection showed that the party who made it was not a very good judge of the material?—We had some peculiarity connected with that matter; we thought they were too fastidious, that is all.

4338. Viscount *Duncan.*] Explain what you mean by the word "peculiarity?"—Sometimes we find people over-particular; they look more to the pattern than to the article itself. In manufacturing a large quantity of stuff, we are sometimes obliged to make it a little heavier in weight, and that has been an objection. I am speaking now of private contracts.

4339. Mr. *T. G. Baring.*] There would be no blame attach to anyone, if you manufactured up to the pattern given you by Messrs. Hebbert & Co.?—Sometimes we get a pattern only two or three inches square.

4340. You say, in some cases, you find people particular as to pattern; in dressing a regiment is it not necessary that there should be such peculiarity?—When this duck comes in from the workpeople you lose the dressing after it has been made up, and you get it in a much better condition.

4341. Do you not consider the inspecting officers must be the best judges upon that point?—I do not know that anyone can be a better judge than ourselves.

4342. As to uniformity?—Of course, they may be, upon that point.

4343. Viscount *Duncan.*] Why should you be better judges than the officers?—I am a practical man, and I should say I could judge by putting my hand upon the cloth.

4344. Lord *Claud Hamilton.*] The whole supply sent in was uniform?—Decidedly.

4345. *Chairman.*] Was it all supplied from your warehouse?—I believe we had to supply the greater portion of it.

4346. And, therefore, there would be uniformity in the goods?—Yes.

4347. General *Codrington.*] When a soldier or marine pipeclays his trousers, the dressing will come out?—Decidedly.

4348. May not an officer think that as the dressing must come out, there is no use in having it put in?—It may be so, but if I were a buyer, I should require it to be finished in this way, because I consider it the beauty of the material; the more water it has, the finer the material, and that disappears even in making up.

4349. *Chairman.*] Do you consider the best test of the cloth is in the wear?—The proof of the pudding is in the eating, and I should say the same as to cloth.

4350. Viscount *Duncan.*] You are a judge of cloth yourself, are you not?—I have been in my time.

4351. Have you occasionally been called in for your opinion as to the qualities of various cloths?—I have never been called in, in this honourable position, before, but my opinion has frequently been asked in matters of that sort. I should say that the wearing of the cloth must be a good test.

4352. You would be a competent judge of cloth in the bale?—I do not know that I know much about cloth at the present moment, but I could judge of it by comparison.

Martis, 14° *die Julii*, 1857.

MEMBERS PRESENT.

Colonel Boldero.	Mr. Newdegate.
Mr. Jackson.	Lord Clarence Paget.
Viscount Duncan.	Mr. Philips.
Mr. T. G. Baring.	Colonel Gilpin.
Lord Claud Hamilton.	Mr. Brown Westhead.
Mr. Liddell.	Sir C. Napier.
Mr. Corry.	Mr. Monsell.

COLONEL BOLDERO, IN THE CHAIR.

Captain *Alexander Milne*, R.N., called in; and further Examined.

Captain *A. Milne*, R.N.

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4353. Mr. *T. G. Baring.*] IN your former examination, and in answer to Question 3659, you read to the Committee certain instructions, dated 3d June 1853, relative to the receipt and issue of Marine clothing, &c., in which occurs the following passage: "All patterns of articles intended for the Marine service are in future to be examined and reported complete by a committee of officers of Royal Marines, previously to their being exhibited to persons proposing to contract for supplying them, and samples in triplicate of the patterns decided on are to be sealed with the official sample seal, one of which patterns is to be delivered to the contractor for his guidance in executing the contract; a second is to remain at Deptford, for comparison with the articles to be received; and the third is to be deposited under the charge of the Comptroller of Victualling for reference, in case of dispute." Explain to the Committee whether any change has been made since 1833?—I gave in those instructions as they were issued in 1832, but there was a subsequent order on 22d August 1851, which limited the patterns to one sample, because it was found that the three patterns occasioned difficulty; we had reason to believe that in some cases alterations had been made in the patterns that were issued to the contractors; we also had a case, a few years ago, in which the sample, with a garment by which the contract was to be taken, had been taken down, resewed, and made up in a smaller size. It was thought better that there should be one sample only for the contractors to see, and which was in the first instance deposited with the Deputy Adjutant-general of Marines, and then sent to Deptford, by which the articles delivered by the contractor were received.

4354. Will you read a copy of the order referred to?—"Admiralty, 27th August 1851. Sir,—I beg to acquaint you, with reference to my letter of the 22d ultimo, that it is intended in future to have but one pattern of each article of clothing, appointments, necessaries and barrack stores, provided by this department for the service of the Royal Marines; and that one and the same pattern will, therefore, be exhibited to parties desirous of tendering, and be subsequently lodged at Deptford, for the guidance of the receiving officers, and for the inspection, when required, of the party who may have contracted for its supply. I am, sir, your obedient servant, *Thomas T. Grant.*—Colonel Owen, Royal Marine Office."

4355. *Chairman.*] Is that the system now acted upon?—At the present moment.

4356. And works satisfactorily?—Quite so, so far as I am aware of.

4357. Lord *Claud Hamilton.*] Except the order of the 17th December 1856, has any other letter of instructions been issued since that of the 27th of August 1851?—No.

4358. Do you see anything in that letter of the 17th December 1856 to take away the power of selection which existed up to that time?—I do not; there is a difference of opinion upon that point.

Charles Bischoff, Esq., called in; and further Examined.

C. Bischoff, Esq.

4359. Mr. *T. G. Baring.*] I ASKED Mr. Turner whether he could produce the written order from Messrs. Hebbert for the supply of kersey?—I have the letters in my hand.

4360. Read them?—The letter sent by us to Messrs. Turner & Sons on the 12th of December was to this effect:

C. Bischoff, Esq.

14 July 1857.

To Messrs. John Turner & Sons, Luddenden Foot.

Gentlemen, 12 December 1856.

We request you will put forward immediately 1,000 yards (one thousand) of 31½-inch wide serge, in addition to our former orders for ten thousand yards for the Royal Marines.

In reply to your inquiry of the 6th instant, we cannot at present state how far you can proceed in preparing for our future wants, but we fancy the above quantities will form but the half of our requirements.

We have no requisition at present for privates' white kersey, and in the face of ten thousand jackets being in store we dare not order.

The moment we have certain information on the subject we will write to you.

Our letter to them of the 15th of December was in these terms:—

To Messrs. John Turner & Sons,

Gentlemen, 15 December 1856.

We have your letter of the 13th instant, and now have the pleasure to order of you for the Royal Marines, agreeably to your estimate, 3,300 yards (No. 6) privates' white kersey, 1 lb. 13 oz., to be delivered in six weeks at latest from this date; and we hope you will see the necessity of working up to the pattern in every respect.

We should be glad if we could give you a further order for the serges in anticipation of our wants, but, as we stated in our letter of the 12th, at present we do not feel confidence in doing so. We should fancy that, as you have executed this order before, you must know the extent to which you could work on your own responsibility; especially as you would have a better chance of getting rid of the goods if you exceeded our demands. Our ideas are, we shall require from twenty-four to thirty thousand yards.

We are, &c.
(signed) *Hebbert & Co.*

P.S.—On second consideration, you may put in hand a further 5,000 yards (five thousand) of 31½-inch white serge. Do you know the inspectors are very particular in the width, and will reject if material is but 1-16th of an inch too narrow?

4361. That letter refers to an estimate; what previous estimate was that?—Messrs. Turner & Sons' estimate, upon which we sent in our tender in November; that was as to the price.

4362. Can you give us the price?—I object to that, unless the Committee require it; we are charged with having taken the contract at too low a price; we are satisfied with the price.

4363. I asked Mr. Turner (4280), "Can you produce the letter written to you by Messrs. Hebbert & Company on the 13th of February?"—This is the letter: "Gentlemen, We have yours of the 12th instant; and with reference to the last 120 pieces serge last sent up for marine contract, the same have been delivered, and up to the present time we are not aware of any objection to them. We request you will immediately send up the remainder of these serges; and let them all be of the proper quality and width, as the inspection cannot be proceeded with until the supply is completed. Let us hear from you by return of post what quantity of serges you dispatch by to-morrow's goods' train. It is with much disappointment that we have to inform you of the whole of the white kerseys for the marines have been this day rejected for short weight and make; we request you will inform us immediately what can be done in the matter. We have used every endeavour to pass them, but the light weight is more against them than anything, as we are informed. We tendered, on your quotation, for the white kersey contract last week, but we have not been successful, neither have we been able to ascertain as yet who obtained the contract for this description of goods." Mr. Turner has requested me to read to the Committee this letter, of 13th July 1857, which he was requested to produce:—

To Messrs. Hebbert & Co., London.

Gentlemen, Luddenden Foot, 13 July 1857.

We are in receipt of yours of the 11th, and enclose your letters, &c., as requested.

These are the only order letters we have for white kerseys and serges. We had no written order given to us at Leeds at the time we took the contract.

We shall be glad to hear the result of the examinations, and if you will be allowed to complete your contract without any fines at all, as we think they are far too severe on you, and much more so than they have been before to the other contractors.

Yours, &c.
(signed) *Jno. Turner & Sons.*

P.S.—The order from Messrs. Dolan for white kerseys given to us in 1853 we cannot find; it must have been by some means destroyed; will you please state this to the Committee?

4364. Mr. *Newdegate.*] What was the price given?—I should prefer not saying what was the price we paid Messrs. Turner & Sons.

4365. That is between yourselves and another firm?—Between ourselves and another firm.

4366. Mr. *T. G. Baring.*] Have you any objection to state whether, in the arrangements between your house and Messrs. Turner & Sons, there was any change in the price between the first order and the second order?—I think there was not a halfpenny difference, with regard to the kersey or the serges.

4367. Mr. *Jackson.*] Does the price of kersey vary, with regard to the state of the wool market?—In November, when we fixed our price, we made a bargain with the manufacturer that he should supply us with whatever might be required during the 12 months at that price; he took the risk of the rise or fall in the wool market.

4368. The price that Messrs. Dolans may have paid them and the price that you paid them would depend on the state of the wool market and the wages market?—Yes.

4369. What was the gross amount of your contract?—It is for 15,000 men, and in the course of the year I presume it will be 60,000 *l.*; it may be 5,000 *l.* or 10,000 *l.* more or less.

4370. Sir *Charles Napier.*] Is that the contract now in question?—It is.

4371. Mr. *Jackson.*] It is upon the 60,000 *l.*, more or less, that the penalties are sought to be inflicted—Yes.

Mr. *William Clarkson,* called in; and Examined.

4372. *Chairman.*] ARE you a manufacturer of cloth?—I am.

4373. Where?—At Stanningley, near Leeds.

4374. Have you ever been engaged in supplying the Navy, the Army, or the East India Company with cloth?—Not directly.

4375. Have you been in the habit of supplying firms?—Yes, merchant clothiers.

4376. Are you the owner of a mill?—Yes.

4377. Have you any agreement with Messrs. Hebbert & Co. to supply them with cloth for Marine trousers?—I have.

4378. When was that made?—Last December, I think.

4379. How did you obtain a pattern to work by?—Messrs. Hebbert invited me to call upon them at their works, and examine a pattern, and give them a price at which I would manufacture to that pattern, and I did so.

4380. Having examined the pattern, you fixed upon the price per yard at which you could supply an article equal in quality to the pattern?—Yes.

4381. Have you worked up to that pattern?—Fully so.

4382. Do you consider the articles supplied in quality equal to that pattern?—In every respect. I have the pattern by me, and if there is the sealed pattern here it will require no philosopher to say that it is fully up to the mark. (*Here the Witness produced several patterns.*)

4383. What articles did you supply?—Black-grey, or what is called Oxford mixture, for Marine trousers.

4384. Is this the first time that you have made cloth for Marine trousers?—No; I have been engaged in this business solely for 17 or 18 years.

4385. For this particular corps?—No; for the Army and Navy, and the police force.

4386. Have you had any large quantity of goods rejected under these contracts?—I never have had but about 1 per cent. of goods rejected during the whole of the time I have been a manufacturer of that description of cloth, except in this particular instance.

4387. Sir *Charles Napier.*] Did Messrs. Hebbert write to you and say that your goods were rejected?—They told me they had been rejected; but I took down my pattern and we examined it, and they were as perfectly convinced as I was that I had fully worked up to the mark.

4388. Then they did not throw them upon your hands?—No; the manner in which we deliver these goods is this: we deliver them in the bulk; they are taken down to Messrs. Hebbert's mill at Holbeck; they have a managing man there, Mr. Addyman, who takes these goods in and samples them, and examines them along with the pattern at the time, and if he has any reason to find fault

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at the time he says so, and if not he takes them in, and we assume that they will be all right.

4389. *Chairman.*] Does this pattern which you have produced differ from the other cloths supplied to the Marines?—I cannot say that it does.

4390. I presume Messrs. Hebbert & Co. are satisfied that you worked up to the pattern in weight and quality?—Yes; because I think they understand their business, and they are perfectly satisfied it is so.

4391. Mr. *Jackson.*] Did you supply cloth of a similar quality to Messrs. Dolans?—Not directly; but I have no doubt that they have had hundreds of pieces of mine.

4392. How much was returned?—I have not had more than an average of 1 per cent. returned altogether.

4393. I mean of the particular cloth supplied to Messrs. Dolans?—I do not recollect ever having had a piece returned.

4394. Do you mean to tell us that the quality of the cloth, and the weight and the make of it were equal to that which you imagine went through another source to Messrs. Dolans & Co.?—Decidedly.

4395. Of the various cloths you have supplied to Government, through different manufacturers of clothing, are you satisfied that the cloth which you sent to Messrs. Hebbert & Co., was equal, in every respect, to that which you previously supplied?—In this instance, I believe, more so; for this reason, when I engaged to take this order from Messrs. Hebbert & Co., I was told that it was for a very particular party, a new connexion of theirs, and they requested that it should be done in every respect equal to the pattern.

4396. You mean the investigation that might possibly take place in consequence of it being a new operation on their part?—Yes; being a new operation on their part, or a new connexion, they were anxious to do the thing well, and I did my part well.

4397. Messrs. Hebbert & Co., finding that you had manufactured up to the pattern, did not attempt to throw these goods upon your hands?—They talked to me on the subject of their being rejected, but they had in fact paid me for the goods, and therefore I did not expect them to ask me to take them back.

4398. Did you consider that they had any right to call upon you to take them back?—I think not.

4399. Mr. *Liddell.*] Was the fact that these goods were required for a particular party communicated to you verbally, or by letter?—Verbally.

4400. *Chairman.*] Do you consider that the quality of cloth can be ascertained by mere inspection?—I think the proof of the pudding is in the eating; if you try the result, I dare stand the result of the wear.

4401. You would have no objection to enter into a contract with the Government to allow your goods to remain three or four months in wear before you were paid the whole amount?—I have not sufficient capital to do that; but I am quite satisfied that I dare do that, so far as the character of the goods is concerned.

4402. Do you think there is any other mode, except that of wear, that will really prove the quality of the cloth?—I think that is the best test.

4403. I suppose you mean that there are only two men who know the quality of the cloth, the manufacturer and the wearer?—I think they are, perhaps, the best judges; but the wearer in the long run is the best.

4404. How is your cloth wove?—By hand.

4405. You give the wool out?—Yes.

4406. Is it dyed afterwards, or is it dyed in the wool?—It is dyed in the wool.

4407. All cloth, I believe, is not dyed in the wool?—It is not; some is piece-dyed.

4408. Viscount *Duncan.*] You say that the weaver and the wearer are the best judges of the quality of the cloth?—I think the wearer is the best judge.

4409. Is it possible, by an inspection of goods, to judge of their quality?—I think that comparison is the best test in everything, so far as appearance is concerned.

4410. It is possible by mere inspection to judge of the quality of the goods?—I do not think it is of the intrinsic value.

4411. When your goods are submitted to Mr. Addyman, what test does he apply to the quality of your goods?—He examines them by comparison with the pattern.

4412. Does he inspect them?—Yes; they are all perched.

4413. Does Mr. Addyman form an opinion upon them by merely inspecting them?—By inspecting them, measuring them, weighing them, and perching them, all at the same time.

4414. You are perfectly satisfied with the decision he comes to as to the quality of your goods?—I was perfectly satisfied before I had his decision, because I was confident that I was perfectly right.

4415. In that particular instance, your goods were not submitted to the test of wear?—Certainly not.

4416. You were satisfied with the inspection in that instance?—Yes.

4417. *Chairman.*] You would have been willing to submit your goods to the test of wear?—Certainly.

4418. Viscount *Duncan.*] I understood you to say you had supplied cloth to Messrs. Dolan & Co.?—No; I said that I had no doubt that they had had hundreds of pieces of mine through other houses.

4419. Through whom?—From Messrs. Swann & Sons, of Leeds.

4420. At what period?—During a period of 12 or 13 years, at different times.

4421. What was the nature of the articles supplied?—Black-grey cloths, similar to these I have produced, blue cloths and green serjeants.

4422. Were the goods supplied in this instance identical in quality and colour with these goods which we are at present speaking of, that were supplied to Messrs. Hebbert?—As near as it is possible for two articles to be manufactured one like the other.

4423. They were identically the same in all respects?—As near as it is possible to make them.

4424. At what periods do you say these supplies were made?—During a period of 13 years.

4425. Have you supplied any directly to Messrs. Dolans?—I have no doubt at all, but I cannot speak positively that they have had goods of mine within the last two months.

4426. Are you quite certain that they have?—I am not quite certain, but I do not much doubt it.

4427. Through whom?—I know I have supplied this description of goods to certain parties; and whether they have got them from those parties or not, I am not prepared to say; but I suppose so.

4428. Why do you suppose so?—Because I believe the parties who ordered this description of goods from me want them for a purpose, and I believe Messrs. Dolans will have them for a purpose; that would be, to supply a contract.

4429. Mr. *T. G. Baring.*] You stated that you were under an engagement to furnish Messrs. Hebbert with cloth for black-grey trousers, and that was in December last?—It was.

4430. You examined a pattern at Messrs. Hebbert's mill at Leeds, and you arranged then for the price at which you were to supply the cloth?—Yes.

4431. Have you any objection to give the Committee the price?—I could not do that without asking Messrs. Hebbert's leave; if they are willing, I will give it.

4432. (To Mr. *Bischoff.*) Have you any objection?—I have the same objection to that as I had to the former question.

4433. (To Mr. *Clarkson.*) Do you know that the pattern which you saw at Messrs. Hebbert's mill was part of the sealed pattern?—I do not know of my own knowledge; I suppose it was.

4434. With respect to the pattern you have produced before the Committee to-day, can you inform them to what portion of the supply you sent in to Messrs. Hebbert that piece belonged?—The whole of the supply that I have made must be exactly alike.

4435. You sent in goods at different times to Messrs. Hebbert?—Yes.

4436. From what portion of the supply was that pattern cut?—I believe the first or second delivery.

4437. I see that under your engagement with Messrs. Hebbert & Co. there were three large supplies inspected in February last?—I believe so.

4438. Is that a piece that was cut from a portion of that supply?—It is; but I cannot speak positively. The whole of my supplies must be alike, and I think it would be from those delivered after February.

G. Bischoff, Esq.

George Bischoff, Esq., re-called; and further Examined.

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4439. Mr. *Jackson.*] CAN you inform us what pattern this is?—I have inquired of parties who are now in the room, and I find that they were cut off one of the pieces after the inspection on the 13th February.

4440. Mr. *Baring.*] Are you aware that any of the black-grey cloth sent in on the 13th February was rejected?—Yes.

4441. What portion?—I beg your pardon; it is a part of that which was rejected on the 27th April.

Mr. *William Clarkson*, re-called; and further Examined.

Mr. *W. Clarkson.*

4442. Mr. *T. G. Baring.*] YOU say that that was part of the earlier delivery; how did you receive that piece of cloth?—At the mill.

4443. Who gave it you?—Mr. Addyman.

4444. At what date?—I cannot say.

4445. About how long ago?—Since July; since I heard that I was to come here.

4446. Did you see that piece cut off a portion of your goods?—No; but I know it is my own.

4447. Did you see it?—No, I did not.

4448. Can you tell whether that is a portion of the cloth that was received and rejected?—I beg your pardon; I did see it cut off my own piece of cloth.

4449. Can you tell of your own knowledge it was cut off?—I cannot say what piece it was cut from.

4450. You say you delivered that cloth, under your agreement with Messrs. Hebbert & Co., at the mill?—Yes.

4451. You say that it was examined by perching?—Yes; it was measured, weighed, and perched.

4452. Do you object to its being examined by perching?—No.

4453. You think it is a fair way of examination?—It is the regular way in Leeds with balk cloths.

4454. After its delivery by you at the mill of Messrs. Hebbert's agents, is it in the state in which it is forwarded to Deptford, or does any further process take place?—Yes; it has to be finished after that delivery.

4455. You are not responsible for the finishing, bnt only for a certain portion of the manufacture?—I am only responsible for my own portion of the manufacture, and not for the finish.

4456. Then, it might possibly happen that cloth might be rejected for no fault in the manufacture, but a fault in the finishing?—It might.

4457. I think you stated that you never yourself contracted for the supply of cloth to the Marine, of the same quality?—Not direct.

4458. Consequently, you are not aware whether the former pattern was for the Marine black-grey?—No, I cannot exactly speak to that.

4459. You are not aware whether the pattern under Messrs. Hebbert's contract is the same, or inferior or superior to the former pattern?—Of my own knowledge I cannot speak to that.

George Bischoff, Esq., re-called; and further Examined.

G. Bischoff, Esq.

4460. Mr. *Jackson.*] WAS the sample which you sent to the last witness the sealed pattern given to you by the Government for the purpose of supplying the material?—The parties are in the room who actually produced it to the witness; I did not myself do it, but Mr. Addyman and Mr. Biden are both in the room waiting to be examined upon that point.

4461. Mr. *T. G. Baring.*] You cannot state that of your own knowledge?—I cannot, but I have not the slightest doubt of it.

Mr. *William Clarkson*, re-called; and further Examined.

Mr. *W. Clarkson.*

4462. Mr. *Philips.*] I UNDERSTOOD you to say you had supplied articles for the police; do you mean the railway police, or the constabulary police?—All descriptions, almost.

4463. Have you contracted as a manufacturer?—Yes.

4464. How

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4464. How do you contract with the railway company for your goods; how do they send the order to you?—Domestic manufacturers never think of contracting with head-quarters, either with the railway company or with the Government; they manufacture cloth for different merchants. For instance, the supply for the Marine will come from half a dozen manufacturers; Messrs. Hebbert would not get all their cloth from me.

4465. Mr. *Liddell.*] Have you any objection to state why you always object to contract with head-quarters?—It is generally understood in the country that domestic manufacturers may know how to make cloth, but do not know now to pass it. The passing of cloth is considered by the manufacturers as difficult as the making it.

4466. Lord *Clarence Paget.*] You mean the passing of the committees?—Yes.

4467. Mr. *Jackson.*] The dread of passing the committees prevents your tendering?—Yes.

4468. Not understanding the mode in which the goods are passed by the Government, you do not attempt to send in your tenders for contracts?—We do sometimes offer; but never with the intention of getting the order.

4469. Mr. *Liddell.*] Do I understand you to say, that your objection lies in the strict examination to which your cloth is always subjected by the different parties to whom you have alluded?—My objection lies in the untradesmanlike way objections are made wholesale by men who it is evident do not practically understand their job.

4470. Mr. *Brown Westhead.*] It is not the strictness of the examination, but that you do not like yourself to bear the risk?—No; we cannot afford to run the risk.

4471. You therefore supply merchants who are wealthy, and who can afford to bear the risk?—Yes; and we make them cheaper for them than we would for the Government. We get paid regularly, and we know what we have to do. We get our contracts fulfilled with them.

4472. Mr. *Philips.*] It is better for you to go through the commission houses?—Yes. I have heard of goods lying for a month before they are examined, and I should want my money before that time.

4473. Mr. *Jackson.*] You manufacture for commission houses cheaper than you would for the Government?—Yes.

4474. And you do that in consequence of the risk attending the examination?—Yes.

4475. If the examination of Government supplies was conducted upon the same rules and regulations as guide the merchants, would you then have any objection to tender?—Not at all.

4476. The Government would get their goods cheaper from you than from second hands?—I should think so, because they must have a profit.

4477. Colonel *Gilpin.*] Is it not invariably the custom of the trade to allow something to another tradesman beyond what you would allow to an independent person?—Yes.

4478. If an individual wanted a large supply of goods, you would look to the quantity and not the individual?—Certainly.

4479. And the mode of payment, and the trouble attending it?—Yes.

4480. It is immaterial to you, whether you supply a commission agent or the Government, so that you can deal with them on the same terms?—Yes; upon mutual terms.

4481. Lord *Clarence Paget.*] You say you tender to the Government, but that you do not expect to get the contract; what is the object of your tendering?—We are in the list, and we get to know what is going on.

4482. Viscount *Duncan.*] How does that enable you to know what is going on?—Because the Government sends us a circular, and that is a great advantage to us.

4483. You stated that you would be willing to contract with the Government direct, if it were not for the risk attending the examination of the goods?—Just so.

4484. Can you explain to us what you mean to convey by those words, "the risk attending the examination of the goods"?—They return goods for very trifling matters; for reasons which, I think, are quite unreasonable; if a piece is slightly too narrow, or anything else, they will return it to the merchant; it would not

Mr. *W. Clarkson.* suit us to be in that position; we should never know when we were at the end of our business.

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4485. Do you object that the inspection by the Government is more severe than by other parties?—I do not think it is more severe; I think it is not so severe as the inspection of merchants.

4486. You think that the inspection of merchants is more severe than the inspection by Government?—I think it is decidedly a better inspection.

4487. Can you state the difference between the two inspections, that by the merchants and that by the Government?—I do not know how Government inspect the goods, but I know they frequently reject them for nothing.

4488. You are accustomed to deliver goods at Leeds?—Yes.

4489. Can you state to us the way in which goods are inspected at Leeds?—Yes; the goods are taken into the merchant's warehouse, and the order with them; they are sampled out to the pattern for colour; they are measured for length and weighed for the weight, and then perched over rollers by competent men. In Messrs. Hebbert's case it is by Mr. Addyman, who is well qualified to do it, having been in the business a number of years with parties whom I have before alluded to.

4490. Explain what you mean by "competent men;" are they practical people acquainted with the trade?—Yes.

4491. You would be satisfied with an inspection conducted in the mode you refer to, if conducted by practical men?—Yes, and by unbiassed, straight-forward, and honest men.

4492. You would be satisfied with such an inspection as that?—Certainly; and all other merchants would be satisfied with such an inspection as that.

4493. Can you inform us of the total quantities of the goods, and the dates at which you supplied them, for this Marine contract to Messrs. Hebbert & Company?—I can ascertain that, and inform the Committee.

4494. Mr. *Liddell.*] You have talked of the inspection of your goods by the contractor; supposing a dispute to arise between the contractor and you, the manufacturer, you saying that the goods are kept up to the pattern, and he saying that they are not; what course then will you adopt; do you know of any instance in which that has been the case?—We do not make goods under the mark; we make them to pass; we cannot afford to make them worse than the pattern, because if we do they are left on our hands.

4495. It might so happen, that from accidental causes they were not equal to the pattern; in case of a dispute between yourself and the contractor, would arbitrators be chosen, or how would you settle it?—Supposing I took a contract for 10,000 yards, I should prepare 60 yards at first, and see whether those were right or not, and how those passed, before I went on with the lot.

4496. Can you state any case which has occurred in which, not being able to settle the matter between yourself and the contractor, you have had recourse to arbitration?—I have never had any case to refer to any one, because we have always settled it between ourselves.

4497. Mr. *Brown Westhead.*] Judging from the tenor of your answers to inquiries as to examination, I suppose it is not that you object to the severity of the examination, but that you think the examination is capricious; is that so?—Yes.

4498. *Chairman.*] Do you consider that the contract dealings under the present system of Government are similar to the ordinary commercial transactions of the mercantile world?—No, very different.

4499. In the latter case you have always some court of appeal?—Yes.

4500. But with the Government you have none?—You cannot get at them.

4501. In private transactions between two firms, the basis of the transaction depends, in a great degree, on the character of the party, and if a dispute arises between you, a referee is brought in, and, generally speaking, it is settled by that mode?—Yes.

4502. Mr. *Liddell.*] You are now speaking of the general system pursued between manufacturers?—Manufacturers and merchants.

4503. Mr. *Monsell.*] In case of a dispute between a contractor and a manufacturer, how would that dispute be settled; what court of appeal would the parties refer the matter to?—Probably to a neighbouring manufacturer in the town.

4504. Are you aware of any case in which that has been done?—I do not know that I am.

4505. There

4505. There is no general rule?—No general rule whatever.

4506. I presume, in the event of a serious difference between the parties, it would be decided eventually by a court of law?—I think if there is a serious difference, and both parties are respectable, neither of them will go to a court of law.

4507. Viscount *Duncan.*] What would they do?—If you ask me what I would do, I would refer it to anyone before I would do that.

4508. *Chairman.*] In the report of the inspection at Deptford on the 30th February 1857, I find there were presented by Messrs. Hebbert & Co. 3,600 pairs of privates' trowsers to be inspected. I find under the head of rejections, "3,600 pairs of privates' trowsers, materials passed, but cannot be made up on account of red cloth for stripes having been rejected." I want to ask you whether the red cloth for those 3,600 pairs of privates' trowsers was furnished by yourself?—The red cloth was not furnished by myself, but the whole of the Oxford mixture.

4509. Mr. *T. G. Baring.*] Are you aware whether those were received by the Government or not?—I understood that they were passed as being right.

4510. Viscount *Duncan.*] You only know that they were not rejected on account of their material, but on account of their red stripes?—I was not aware of it until it was read by the Chairman.

4511. Mr. *T. G. Baring.*] With respect to the description you have given of the reception of your goods by Messrs. Hebbert & Co., when you send them in for inspection, have you any objection to their being measured, weighed, and perched, in order to test their quality?—No.

4512. If they are not equal to the pattern given to you, do you object to their being returned to you to make up the deficiency?—I should object if they were only for short measure; why not charge me with the short measure?

4513. You would not object to its being brought to your notice?—If there were any short measure I should not object to being debited with it.

4514. Supposing the weight per yard to be short, what course do you think Messrs. Hebbert would take in that case?—It is very easy, supposing a piece is a little short in weight, to refinish it, to make it wet, and make it shorter.

4515. How is that done?—By being wet out, and retentered.

4516. How by remaking the cloth can you add to the quantity?—It is only by retentering; it is put into the stock, and feltered up.

4517. It is made shorter in the piece, so as to increase the weight per yard?—Certainly.

4518. Sir *Charles Napier.*] Does that injure the cloth?—It improves it.

4519. Mr. *T. G. Baring.*] State whether any of your cloth sent to Messrs. Hebbert & Co. was sent back to you for that purpose?—I believe not.

4520. Would it not also, by shrinking, make the cloth narrower?—It may shrink in length, and not in width.

4521. By what process?—By the manner in which it is put into the stock; if it is put in in what we call the twist, it makes it narrower; but when we want it broader, it is taken and shook over.

4522. The cloth sent in by you to Messrs. Hebbert & Co., you say, remains in their hands for the finishing process?—Yes.

4523. It has been stated in evidence that some part of this black-grey cloth was sent to Deptford in a damp state; has it left your premises in a damp state?—It did not leave our premises in any damper state than was required; it is required to be a little damp to press the cloth, but the damp or dew does not injure it.

4524. How is the dew put upon the cloth?—The piece is hung up in a cool place.

4525. In the open air?—Or in a room.

4526. Does not that increase the weight of the cloth when it is weighed?—Of course; but it could not be pressed without that; the damp that gets into it is of no material consequence.

4527. What difference in weight would it make in a piece of 30 yards?—Over half an ounce to the yard.

4528. If it has been stated that cloth was sent in to Deptford for inspection more than properly damp, can you state whether it has left your manufactory in that state or not?—Certainly not; the cloth may get damp if it lies in a damp place at Deptford, or anywhere else.

4529. It does not leave your manufactory in a damp state?—We send the goods in exactly right as to weight, length, and measure.

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4530. Can you give us the date of the last delivery of black-grey cloth to Messrs. Hebbert?—I am not prepared with the accounts.

4531. Can you give us the precise date when you sent in those goods that were rejected?—I can do so on a future occasion.

4532. Mr. *Brown Westhead.*] Although you may send up your bales of cloth of the proper weight, will they in warm weather lose something by travelling?—No doubt; and in wet weather they will increase a little.

4533. If the Government, at a certain period of the year, weighed a bale of cloth as their guide, would it depend on the state of the weather at that time?—Yes.

4534. And it might vary many ounces in a bale?—Yes.

4535. In warm weather it would be light and in November it would be heavy?—Yes; or we find that in the March winds they lose more than in dry weather.

4536. Is it almost impossible, unless the bales of cloth are weighed at the same time and under the same circumstances as the pattern, to give the same weight at all times of the year?—It is almost impossible to send them from Leeds to London and to find them exactly the same weight when they arrive in London as when they left Leeds.

4537. Sir *Charles Napier.*] What do you mean by saying that the Government has rejected cloth for nothing?—I have seen cloth rejected which I could find no fault with.

4538. Do you think that the system of contract is advantageous to the Government and fair to the contractors?—I should think decidedly to the contrary.

4539. What system of making contracts would you recommend?—I would recommend the Government to give their orders to respectable men, who would make it their interest to do the thing well; and who could not afford to make an inferior article, for fear of losing the trade.

4540. How do you reconcile that with the Government having open contracts, that is to say, the publishing in the newspapers that they are ready to receive contracts?—I would not take contracts from anyone who might offer; but if I were the Government I would give it to respectable parties who would find it their interest to make a good article and to keep the custom.

4541. Do you not think that that would open the door to a great deal of favouritism?—I think not; there can be no favour if you get a penny for a pennyworth of good article.

4542. Supposing you were the person who were employed by Government to contract, and you had a brother in the trade, is it not likely that you would give him the preference over every one else?—I would never favour brother or sister if it affected my own interest; I would take them that did it the best.

4543. Could you expect all men, who might have the power in their hands of offering a contract to particular individuals, to be as honest in that respect as you yourself?—I cannot tell what all men are.

4544. Do you not know that there is a sort of favouritism to friends and relations?—No doubt there are as honest men as myself, and no doubt there are many who are not so honest.

4545. Do you not know in all professions, and in every rank, indeed, of the Government, there are favourites and favouritism shown to their friends and relations?—It may be so, but I cannot speak to it.

4546. But you think so?—It is very likely; it is in human nature.

4547. If the contracts were not thrown open to the public, how would you prevent that?—My own experience of business is this; to make a man try to serve me, to make it his interest to serve me; and I have generally found that he will do so for his own interest's sake.

4548. But supposing there were half-a-dozen people, respectable houses to whom you had no objection, and some of them happened to be your brothers or cousins, or something of that sort, is it not likely that they would have a preference, judging by human nature?—Certainly; as human nature is but human nature, I suppose they would.

4549. Mr. *Philips.*] I suppose you know that there is such a firm in Manchester as A. and S. Henry & Co.?—Yes.

4550. Supposing the Government were to send down to Messrs. Henry patterns of cloth, with the inquiry, "Will you execute the contract, and at what price?" would the result of such a transaction be, in your opinion, beneficial or otherwise?—I should think beneficial; because Messrs. Henry would be glad to have the order and would be anxious to execute it to the best of their ability; as a manufacturer I should endeavour to do so.

4551. Or any other house?—Or any other house.

4552. Do you think it would work beneficially for the country generally, to give orders to large houses of that kind?—I should think it would; I should think it would be better than the present system.

4553. Charging the Government the usual commission?—All this business is done for very small profits.

4554. I suppose at about 2½ per cent.?—We take five if we can get it.

4555. I am speaking of commission houses?—They would be glad to do it, no doubt, at 2½ per cent.; they have not so much trouble as the manufacturer.

4556. What profit do the commission houses charge between you and the consumer?—I should think two or 2½ per cent.

4557. You are aware that at present there is an inspection of cloth at Weedon?—I think there is.

4558. As a manufacturer, do you consider that the people there are competent judges of the quality of cloth?—I do not know them at all.

4559. Viscount *Duncan.*] Do I understand you to say that you have known goods, in several instances, rejected by the Government without fault?—In my opinion, decidedly without fault.

4560. Could you state any particular instance of such a rejection of goods?—I can; about five or six or seven years ago, I remember an individual taking about 600 pieces of reds to manufacture, and they were rejected for very small faults indeed. I was called on as a referee to examine the goods, and I found they were rejected for very small faults, such things as a manufacturer would scarcely consider a fault.

4561. Does any other rejection more recently than that occur to you?—No.

4562. Have you heard of any instance lately?—Goods have been returned lately; it is a matter of common conversation.

4563. Do you mean that within the last six months more goods have been rejected than before?—Yes; it is considered that since the war closed there have been more rejections than before.

4564. Is there any reason for the rejection of those goods?—I do not know; I can only form my opinion.

4565. Mr. *T. G. Baring.*] Are you aware whether the patterns have been improved?—I do not know.

4566. Sir *Charles Napier.*] Do you suppose there is any reason for their being more stringent than they were formerly?—I do not know.

4567. Mr. *Corry.*] According to the custom of the trade, if a piece of cloth were required to be of a given weight, would it be weighed by the manufacturer in that state of dampness which you have described as necessary to the process of pressing, to ascertain if it came up to the requirement as regards weight, or would it first be subjected to a drying process?—It would be dried first.

4568. Mr. *T. G. Baring.*] The weight would be ascertained when it was dry, and not when it was wet?—Certainly.

4569. *Chairman.*] If you had to deliver to a merchant in Cheapside a bale of goods, each piece 33 yards long, and of so many pounds, would that house reject the whole supply if one piece was defective?—No.

4570. Mr. *Liddell.*] When you were called on as referee in this particular case to which you have referred, between whom was the dispute?—Between the Government and the clothier.

4571. The Government and the clothier differed upon the quality of the goods?—Not the quality, but upon stains, or perhaps the cloth was half an inch too narrow, or half a pound in the piece too light.

4572. You say you were called on as referee?—Yes.

4573. By whom?—The manufacturer.

4574. Were the goods taken back, or were they still rejected?—They were all rejected.

4575. Viscount *Duncan.*] By whom was the reference made?—I acted for the manufacturer.

4576. Mr. *Brown Westhead.*] Had the clothier in that case any appeal?—No appeal.

4577. He called upon you for your advice as to whether the faults were such as really ought to have induced the Government to throw the goods upon his hands?—Exactly.

Charles Bischoff, Esq., re-called, and further Examined.

C. *Bischoff*, Esq.

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4578. Sir *Charles Napier.*] I UNDERSTAND you to say that your contract was for 60,000 *l.*; how much do you lose upon the whole by the rejection of those articles?—The requisitions have not yet come in for the whole supply; but including the deliveries to the 27th of April, we lose 8,000 *l.*

4579. Is 10,000 *l.* the value of the goods rejected?—That was the invoice price of the goods sent in.

4580. Mr. *Brown Westhead.*] Are not the fullest details on this subject laid before the Committee?—So far as I am aware, they are.

Mr. *John Wright*, called in; and Examined.

Mr. *John Wright.*

4581. *Chairman.*] ARE you a manufacturer of cloth?—Yes.

4582. Where?—At Gomersal, in Yorkshire.

4583. How long have you been engaged in that business?—Between 30 and 40 years.

4584. Have you made some of the privates' red cloth for the Royal Marines, for Messrs. Hebbert & Co.?—Yes.

4585. How did you arrange the price and the pattern; who gave you the pattern?—Messrs. Hebbert.

4586. Have you it with you?—I have. (*Witness produced the same*).

4587. What number of yards did you undertake to supply?—About 7,000 yards.

4588. Have you completed that arrangement?—Yes.

4589. And you consider you worked up to the pattern?—Full, better than the pattern.

4590. Previous to this engagement with Messrs. Hebbert & Co., have you been in the habit of supplying red cloth for the East India Company, the Marines, or the Government?—Yes, I have; I am an old maker of red cloth, and I have made for a good many houses.

4591. Over what period have you been in the habit of supplying red cloth for the clothing of the army?—I should think about 30 years.

4592. Do you consider that the price between Messrs. Hebbert and yourselves is one that enables you to complete the contract fairly and honestly between you?—I do.

4593. Are you aware whether any of the cloth has been rejected?—Yes, I believe it has.

4594. Were any reasons assigned for that rejection?—It was stated that it was rather too low in quality.

4595. Was there any other reason assigned?—No; the make was right, and the weight was right.

4596. Was any objection made about the dyeing of it?—I have nothing to do with the dyeing.

4597. Mr. *Corry.*] What do you mean by its being low in quality?—Low in quality is, not fine enough.

4598. *Chairman.*] After you have made the cloth it is dyed, I presume, to convert it into red cloth?—Yes.

4599. It is not dyed in the wool?—We manufacture it, and it is pure, clean wool; we manufacture it in the white, and we deliver it to Messrs. Hebbert's foreman in the white; he examines the cloth, and if it be wrong we are liable to take it back again.

4600. Is dyeing the red cloth a separate business altogether from the manufacturing of it?—Yes, we have nothing to do with that.

4601. Upon that point you can give us no information?—We make it in the white, and deliver it in the white.

4602. To whom do you send that cloth to be dyed?—It goes to Leeds to be inspected by Messrs. Hebbert's foreman, and if it is accepted it goes direct to the dyers.

4603. The foreman at Messrs. Hebbert's takes your cloth in and weighs it?—Yes.

4604. And measures it?—Yes.

4605. What else does he do?—He examines the quality of it.

4606. And you are paid?—Yes.

4607. Is

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4607. Is that the whole of the transaction between Messrs. Hebbert & Co. and yourself?—Yes.

4608. You know nothing of what becomes of the cloth afterwards?—I do not.

4609. Mr. *T. G. Baring.*] You state that this cloth, which you supplied to Messrs. Hebbert & Co., was for red cloth for the privates' tunics?—Yes.

4610. The total quantity ordered of you was 7,000 yards?—Yes.

4611. Can you give the Committee the date of that order that you received from Messrs. Hebberts?—I believe it was in December 1856.

4612. Are you sure it was?—I am not quite certain.

4613. Can you give the Committee the date when you sent in this 7,000 yards to Messrs. Hebbert & Co. at Leeds; was it within a month?—I cannot tell.

4614. Was it within two months?—No.

4615. Was it in the month of April?—I cannot speak to that.

4616. Had you any instructions limiting you to a certain time?—There was a certain time; but they were not got ready in that time.

4617. What time was mentioned?—I believe six weeks.

4618. Were they sent in within two months?—No.

4619. Within three months?—It might be, but I cannot speak to it.

4620. Can you say whether any portion of it was sent in within two months?—Yes.

4621. What portion?—I cannot speak to that, because I have not my books here.

4622. You stated that you understood that some of this cloth had been rejected by the examining officers; what portion of your supply was rejected?—I do not know.

4623. What patterns are these that you have put in?—One is my own make.

4624. The cloth leaves your hands in the white?—Yes.

4625. So that that has been dyed since?—Yes.

4626. You could not speak to the cloth after it has been dyed?—Yes; I can tell when I see my cloth; we have particular marks on the end, and I see that that has been taken off one of my pieces.

4627. Can you say from what piece?—One of mine.

4628. Do you put numbers on your pieces?—Yes.

4629. Can you give the numbers of the pieces of red cloth sent in by you to Messrs. Hebbert & Co.?—Yes.

4630. You have no objection to produce the numbers?—No; but very often my numbers get torn off in the dying; we have our own private numbers.

4631. Have you any objection to produce those numbers?—No; I can produce them.

4632. With respect to the red cloth, are you aware how much was rejected by the committee at Deptford?—I am not aware.

4633. Have Messrs. Hebbert & Co. applied to you to take back any of the cloth rejected at Deptford?—They have not.

4634. With respect to the further supply under the contract, you are aware that Messrs. Hebbert & Co. have had demands made upon them; have they applied to you to supply further cloths?—Yes.

4635. Can you produce that order?—Yes.

4636. What was the date of the order?—I cannot say.

4637. Are you aware whether in that order you were allowed an increased price in consequence of the former rejections of your goods; was the price the same on the second order as on the first?—No; it was a little more.

4638. The price they allowed you on the second order was a little more than they allowed to you on the first order?—Yes.

4639. Can you state what the difference is per yard?—Sixpence per yard.

4640. You stated that the second order was given to you at an increased price on the first order; will you state whether you have made any delivery to Messrs. Hebbert & Co. under the second order?—I have not.

4641. If any goods have been sent in for inspection since the inspection of the first 7,000 yards, they could not have been your manufacture?—No.

4642. You have only delivered to Messrs. Hebbert & Co. 7,000 yards?—I believe that would be about it; I cannot speak to a few yards.

4643. There cannot be much more than that?—Not much more.

4644. Can it be 500 yards over that?—No.

4645. Are you certain of that?—I am.

4646. You said that you believed that a certain quantity of cloth had been

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rejected by the receiving officers; did Messrs. Hebbert communicate to you the reasons for that rejection?—I cannot speak to that.

4647. You say that you understood that the goods were rejected because they were rather low in quality; from whom did you get the information?—From Mr. Addyman.

4648. Who is he?—Messrs. Hebbert's foreman.

4649. The information came from a person in the employ of Messrs. Hebberts?—Yes.

4650. Can you state whether he gave you any other information?—No.

4651. Did he state that the weight was deficient?—He said the weight was right. I must correct a mistake I made just now, because I recollect that, under the new order, I have delivered 18 pieces.

4652. How many yards?—Of 35 yards each.

4653. What was the date of that delivery?—It would be about a fortnight ago.

4654. You have stated that Mr. Addyman only told you that the goods had been rejected as being low in quality. I find, on reference to the report, that they were rejected as not equal to the pattern, either in quality or colour, and that one-third of the pieces were under weight; did he state that one-third of the pieces were under weight?—He did not.

4655. When these pieces were delivered to Messrs. Hebbert's manufactory, were they weighed?—They were weighed by the manager. He weighs the pieces before he puts them to work.

4656. Did he give you any return?—If they are light in weight, he returns them to me before any colour is put in them.

4657. Suppose these goods to have been light in weight, would you object to their being returned to you?—No, we are willing to take them back if they are rejected before the colour is put in.

4658. What weight per yard ought they to be?—One pound nine ounces.

4659. You cannot speak to the colour in any way?—No.

4660. If the colour was bad you would not be chargeable with it?—No; it is not our trade; we deliver them in the bulk state.

4661. You are not responsible for any rejections on account of colour?—No.

4662. You say that Messrs. Hebbert have made no applications to you to take back these goods?—No.

4663. They having themselves dyed the cloth, and the colour being one of the points upon which it was rejected, they could not fairly call upon you to take back the cloth?—No.

4664. Do you consider that the dye would affect the quality of the cloth?—No.

4665. With respect to the price, you stated that in the subsequent order the price has been raised?—Yes.

4666. It is stated in one of Messrs. Hebbert's letters, which I will read to you, "Should you deem it necessary, we can refer you to respectable manufacturers, who are making material for us, to verify that we never restricted them in price." Had you a price put upon your goods?—The price we gave them when the order was coming out.

4667. Did you put the price on the goods?—They asked us the price for which we would make them.

4668. You yourself put the price upon the goods?—We did; and then they accepted the price, and we engaged to make the cloth.

4669. Was it in consequence of your saying that you could not make the goods at that price that the price was increased?—Not at all.

4670. What passed on the occasion of the increase of price?—It was their saying that the goods were to be superior to pattern.

4671. Who said so?—Messrs. Hebbert.

4672. Was it you who asked for an increase of price, or did they give it to you?—No; they gave it on purpose to have the goods superior.

4673. Better than they were before?—Yes, better than the pattern.

4674. Mr. *Liddell.*] Is it not the case that wool is very high at this moment?—Yes; it is high.

4675. Had the price of wool varied since the completion of the first order?—Very little.

4676. Has it risen?—Very little since the completion of the first order.

4677. Mr. *Corry.*] Do you admit that the cloth furnished by you in the first

first instance was rather low in quality as compared with the pattern?—No; I do not admit it. I do maintain to say, that the cloth I have delivered to Messrs. Hebbert & Co. is fully equal to the pattern.

4678. Sir *Charles Napier.*] Did Messrs. Hebbert throw upon you any part of the cloth rejected?—No.

4679. Did they propose to return it to you as being under the pattern?—No.

4680. *Chairman.*] Is the price of wool now the same as it was in November last?—Something similar; I do not think there is much variation.

4681. Mr. *Newdegate.*] When you say the price was agreed upon between you and some one else, who was the person with whom you agreed as to the price?—Messrs. Hebbert & Co.

4682. Had that price anything to do with Messrs. Hebbert's tender to the Government?—No, it was my price; that was the price I tendered for the goods.

4683. Viscount *Duncan.*] I understood you to say just now, that after the goods had been rejected in the first instance, Messrs. Hebbert increased their price for the goods that they ordered of you?—When we deliver goods to Messrs. Hebbert's foreman he accepts them or disapproves of them, and we consider we have nothing further to do with it.

4684. I understood you to say that Messrs. Hebbert increased the price of the goods after they had been rejected?—Yes.

4685. When did they do so?—After the rejection of the goods, of course.

4686. Were the goods you furnished to them in the second instance, at the increased price, superior or inferior to the goods that were furnished in the first instance?—They were superior in quality.

4687. Were they decidedly superior to the goods which you furnished in the first instance?—Yes; and also superior to the sealed pattern.

4688. Were they rejected or accepted?—I do not know.

4689. Have you furnished any cloth direct to the Government?—Never.

4690. You say that when goods are delivered to Messrs. Hebbert's foreman he examines the cloth?—Yes.

4691. Explain the nature of his examination?—He takes the length, and then he puts the cloth into a scale and weighs it, to see whether there is sufficient weight for the length; if it be too light, if it be an ounce or an ounce and a half too light, he rejects that piece, saying, "It is too light;" and returns it on my hands.

4692. Whether he accepts it or rejects it, you are satisfied with his decision?—Sometimes we think they are too severe with us.

4693. When you think they are too severe with you, what course do you resort to?—We submit to it.

4694. You always submit to it, even if you suppose that he is a little too sharp with you?—Yes.

4695. Mr. *Newdegate.*] Why do you do that?—We are obliged to do it.

4696. Why are you obliged to do it?—It is this way with us manufacturers; they either choose or refuse, we cannot stand against them; we take back the goods and use them for some other purpose.

4697. Do I understand you rightly, that you submit to their decision for fear of losing their custom?—Sometimes it is very little loss to us; the goods come in for other purposes.

4698. Then you anticipate a continuance of their custom?—Of course.

4699. Viscount *Duncan.*] In the case of a rejection of the goods by Messrs. Hebbert's foreman, upon whom does the loss fall?—Upon myself.

4700. Are you acquainted with the system of inspection pursued at Weedon?—No.

4701. You yourself are satisfied with the inspection of your goods, provided it is conducted by a practical man?—Always.

4702. Is that the universal opinion of the trade, so far as you are aware?—It is in our neighbourhood, down in Yorkshire.

4703. Is it the general rule in the trade, that in the case of the goods being rejected by practical men, they submit to these rejections?—Yes.

4704. Mr. *Newdegate.*] By practical men, you mean persons in whose judgment you have confidence?—Men who are appointed to pass the goods from the manufacturer to the clothier.

4705. You submit to their decision, because you consider they are fair judges?—Yes.

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4706. Lord *Claud Hamilton.*] Do you consider a man a practical man, who does not know anything of the manufacture, and is not acquainted with the habits of the trade?—Those who have the passing of goods, are all acquainted with the trade; they have so many goods passing through their hands that they know them as well as the manufacturer.

4707. Of whom are you speaking?—Of the foremen of the merchants.

4708. Mr. *Jackson.*] In your district, do you consider that a man who is only in the habit of cutting up cloth and stitching it together, is a competent judge of its quality?—No.

4709. Neither the manufacturer nor the merchant would approve of him?—The men who have the goods to pass from the manufacturer, are the most competent men to judge, because they have a thorough knowledge how it is made.

4710. They can tell good wool from bad wool?—Of course.

4711. And can tell when it has been died in the wool, or when it has been died in the piece?—Yes.

4712. Do you think that military men can be good judges of cloth?—Not like a man who passes the goods to the merchant.

4713. Not like a man who is in the habit of examining cloth?—No.

4714. Mr. *Jackson.*] Would the merchant or the manufacturer think of sending for three military officers to judge of their cloth?—I should think not.

4715. *Chairman.*] If the three military officers have the clothing of 1,000 men, and have an opportunity for six months of observing the wear of the cloth, they would be able to judge whether it was good or bad?—Yes, but I should say a man who has a practical and thorough knowledge of it, would know whether the cloth was good or not.

4716. Mr. *Jackson.*] Before it was made into garments?—Yes.

4717. Not after it had been worn six months?—No.

Mr. *John Walker*, called in; and Examined.

Mr. *John Walker.*

4718. *Chairman.*] ARE you a manufacturer of cloth?—Yes.

4719. Where?—At Mirfield.

4720. Do you manufacture the same quality of cloth as the last witness does?—Yes.

4721. Have you entered into any agreement to furnish Messrs. Hebbert & Co. with red cloth?—Yes.

4722. To what amount?—About 6,000 yards.

4723. How is the pattern furnished for you to work by?—By Messrs. Hebberts.

4724. Who gives the price?—I do.

4725. Do you calculate, before giving the price, that you can make the goods up to the pattern, and get a fair, honest profit?—Yes.

4726. Have you furnished the whole supply?—Yes.

4727. Are you aware whether it has passed inspection or not?—According to what I am informed, it has not passed at all.

4728. Where is your pattern?—This is it (*Witness produced same*); I have also brought up a piece of white cloth in the balk state, as I delivered it to Messrs. Hebbert.

4729. You deliver your cloth in the white, and it is dyed afterwards?—Yes.

4730. Have you been in the habit of supplying red cloth for the army?—Yes.

4731. How long?—About 17 years. I have been in the trade all my life.

4732. What proportion of your cloth has been rejected annually?—I never had any rejected before, except six pieces.

4733. If you were to send ten bales of cloth to any firm in London, nine of which were perfectly in weight and quality, and one imperfect, would they return the nine upon your hands?—They ought not to do so.

4734. That is not an answer to the question; if you send in ten bales to any firm, and you have goods of a specific quality, and nine were equal to the pattern in every respect, while one was deficient, would they send back the whole ten?—I never had anything to do with that, I never deal with them in that way.

4735. Sir *Charles Napier.*] Have you ever heard of such a thing being done?—Not now.

4736. *Chairman.*] Were any such terms imposed upon you by Messrs. Hebbert?—No.

4737. Lord *Claud Hamilton.*] You say that you have been in trade 17 years; did you ever supply any other contractor with cloth?—Yes; Mr. Purchon, of Leeds.

4738. Has

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4738. Has he been in the habit of rejecting your cloth?—I made for him for 17 years, and I had only six pieces rejected all the time. When making pieces for Mr. Purchon, if they would not do for red on account of beam-marks he took them for blue or rifle green at 1*d.* per yard less. From April 1853 to May 1855 I made above a thousand pieces of cloth for the Royal Marines for Mr. Purchon, who had the orders, and had only three pieces rejected. A piece is about 33 yards long.

4739. Have you supplied any other great house?—I supplied no one but him while he was living.

4740. Have you ever supplied any other large army clothier?—No, not while he was living.

4741. Since he died have you done so?—Yes; I made a few for Messrs. Swaine & Son, when Mr. Purchon declined business.

4742. Anyone else?—Not until I supplied Messrs. Hebbert.

4743. Mr. *Liddell.*] You say you had six pieces rejected in the course of your dealings; did you make any objection to these pieces being returned upon your hands?—No; because they were returned for a damage.

4744. You allowed that they were damaged?—Yes.

4745. Mr. *Jackson.*] Was that accidental?—It was what we call a beam or mildewed mark; it would not take the red.

4746. Lord *Claud Hamilton.*] Do you think that this cloth which has been rejected would have been rejected if it had been examined by practical men in the trade?—I believe not.

4747. Have you, in your own justification, asked anyone to look at it since it was rejected?—No, I have not.

4748. From your knowledge of the trade, would practical men have rejected that cloth?—I believe not.

4749. Mr. *Newdegate.*] You have never been asked your opinion as to whether this ought to have been rejected or not?—No.

4750. Mr. *T. G. Baring.*] You stated you had an order from Messrs. Hebbert to supply red cloth?—Yes.

4751. Can you give us the date of that letter?—2d December.

4752. And the quantity was 6,000 yards?—Yes.

4753. Can you produce the letter giving you that order?—I can do so.

4754. Be good enough to produce it, and read it to the Committee?—This is the letter:

Holbeck, 2 December 1856.

Mr. John Walker,—Will please make the following goods:

100 pieces white cloth, for red; 1 lb. 9 oz., full 54 inches.

Must be exact in every respect in weight, quality, and make, to pattern No. 4, and all to be delivered in seven weeks, the first delivery in three weeks from this date.

800 yards white serjeants, for scarlet; 1 lb. 10 oz., full 54 inches.

Must be exact in every respect to pattern No. 13. All to be delivered in six weeks.

pro Hebbert & Co.,
(signed) *Robert Addyman.*

4755. Can you state at what time you delivered those goods?—I delivered six pieces about the 23d of December; I delivered them as I could get them ready, week by week, after that time.

4756. When were the final deliveries under your order?—March 7th.

4757. Have you completed your delivery under that order?—I have.

4758. Have you had any orders subsequent to that?—Yes.

4759. At what time?—April 14th.

4760. Can you state whether the price of the further order was the same as the first order?—No, it was 6*d.* more.

4761. Now, with respect to the rejection of your goods, from whom did you receive information that any of them had been rejected?—From Messrs. Hebbert.

4762. Did they state the reasons why they were rejected?—Not particularly.

4763. On reference to the evidence, I find that some red cloth was rejected on the 13th of February as being under weight; are you aware whether that refers to any part of your cloth?—I was informed that one or two pieces were rather light.

4764. Who informed you?—Mr. Addyman.

4765. Did he state that, in the opinion of the officers, one-third of the pieces were under weight?—No.

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4766. With respect to the colour of the cloth, you would not be responsible for that?—No, I had nothing to do with it; I deliver it in the white state.

4767. If the committee found fault with the colour, you would not be responsible for that?—No.

4768. Upon a further examination in April, it appears that 1,000 privates' tunics, made up, were rejected on account of the lining; you would not be responsible for that?—No.

4769. Mr. *Newdegate.*] Are you speaking only as to the quality and weight?—Quality and weight.

4770. Mr. *T. G. Baring.*] On delivery, are those pieces weighed by Messrs. Hebbert's foreman?—Yes.

4771. And measured?—And measured.

4772. Was any part of the delivery you made sent back to you as light of weight?—No portion of it.

4773. Sir *Charles Napier.*] Did Messrs. Hebbert want you to take the cloth back?—No.

4774. If they had asked you to do so, would you have taken it back?—No.

4775. Are you sure that it was up to the pattern?—I am quite certain that I have worked over the pattern in quality and make.

4776. You took one order in December, and another in April; was there any difference in wages or wool?—Yes, there was a rise in the price of wool.

4777. Was it on that account that you asked for 6 *d.* extra?—Yes.

4778. Not on account of the quality of the cloth?—On account of the quality of the cloth also.

4779. Sir *Charles Napier.*] Did they write to you?—No; they came down to Holbeck and told me.

4780. Mr. *B. Westhead.*] Between the time of their giving you the first and second orders they did not tell you that any had been rejected?—Not to the best of my knowledge.

4781. Was it at the time they came down to tell you that the cloth had been rejected that they gave you the advanced price?—Not at the same time. I received my order from Mr. Addyman, a few days before, to make two thousand yards of an improved quality at the increased price.

4782. Viscount *Duncan.*] Did you say there had been any difference in the price of wool between December and May?—Yes.

4783. To what extent?—From 1 *d.* to 1½ *d.* per pound.

4784. For the second goods you had 6 *d.* extra?—I received 6 *d.* extra for 2,000 yards.

4785. You received 6 *d.* per yard extra, although the difference was only 1 *d.* or 1½ *d.* per pound?—Yes.

4786. When did you first hear that any of the cloth you had sent to Messrs. Hebbert's had been rejected?—In May.

4787. You heard that subsequent to your receiving a second order from Mr. Addyman?—No, I received that small order before I heard that the cloth was all rejected.

4788. When did you hear that any of it had been rejected?—I did not know of any of it being rejected until May, and then I heard that the whole bulk was rejected.

4789. You heard it all at once, after you had received an order to manufacture better cloth than that which you had furnished upon the previous order?—Yes.

4790. Were the reasons stated to you why that cloth had been rejected?—No.

4791. Did you ask what the reasons were?—I do not recollect that I did then.

4792. You have stated that it was an unusual circumstance that any of your cloth should be rejected?—Yes.

4793. You did not ask Mr. Addyman the reason of your cloth being rejected?—No.

4794. Supposing you had heard that the cloth had been rejected on account of the colour, you would not hold yourself responsible for that?—Not at all.

4795. Had you an opportunity of seeing the cloth after it was rejected?—No.

4796. You never asked to see it?—I could not see it when it was in London and I was in Yorkshire.

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4797. The texture of the cloth might have been good, and yet the colour not equal to the colour of the pattern?—Yes.

4798. Mr. *Corry.*] Will the improved cloth you are now making be superior in quality to the sealed pattern?—It will.

4799. You think the cloth as originally made by you, and delivered to Messrs. Hebbert, was equal to the pattern, and that the improved cloth will be superior to the pattern?—I do.

4800. Mr. *T. G. Baring.*] If you were to admit that the cloth was not equal to the pattern, would they not have a right to call upon you to take that cloth back again?—Yes.

4801. *Chairman.*] Has the weather any influence upon the manufacture of cloth?—Yes, in winter time; on a cold frosty morning the weaver cannot weave so well.

4802. Messrs. Hebbert & Co. having undertaken to supply the Government with 16,000 yards of red cloth of different quality to that before manufactured, do you think that there was anything unreasonable in their applying in the depth of winter for additional time?—No.

4803. Mr. *Philips.*] How many pounds of the wool does it require for a yard of the cloth you are making?—About two pounds four ounces to make a yard before it is scoured, and one pound nine ounces when it is finished.

Veneris, 17° *die Julii*, 1857.

MEMBERS PRESENT.

Colonel Boldero.	Sir C. Napier.
Mr. Liddell.	Mr. Phillips.
Lord Claud Hamilton.	Mr. Monsell.
Mr. T. G. Baring.	Colonel Gilpin.
Viscount Duncan.	Mr. Corry.
General Codrington.	Mr. Newdegate.
Mr. Jackson.	

COLONEL BOLDERO, IN THE CHAIR.

Mr. *Arthur Knowles,* called in; and Examined.

Mr. *A. Knowles.*

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4804. WHERE do you live?—At Leeds.

4805. What is your occupation?—I am a dyer.

4806. Have you been so long?—I have not been in business more than 12 years.

4807. Have you dyed any scarlet cloth for Messrs. Hebbert & Co.?—Yes.

4808. Do you consider that it was equal to the pattern?—Quite so.

4809. What arrangement was made with regard to the price of dyeing?—It was the best price we ever had for dyeing scarlets.

4810. Have you the pattern?—It is not here.

4811. Where did you get the pattern to dye from?—We had it from Mr. Addyman.

4812. What is your process of dyeing scarlet cloth?—We prepare it with mordant, and finish it with the colouring matter.

4813. Is there any difficulty in dyeing 20 pieces of the exact shade?—It is impossible to make them all identically alike.

4814. Why?—Because it goes through so many changes during the process, over which the workman has no control.

4815. When a contract is made, and you have the quality of cloth, and the colour for the dye, ought it not to be uniform?—We profess to get it as uniform as it could possibly be got, but we cannot get them all exactly alike.

4816. Would a difference of shade in the dyeing be visible when the coat was on the soldier's back?—Not in all cases.

4817. When a piece of cloth is sent back to you as not being properly dyed, what do you do with it?—We endeavour to improve it.

4818. Do you re-dye it?—Yes.

4819. And send it back again?—Yes.

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4820. Does it generally pass then?—Not always.

4821. Does it injure the cloth to re-dye it?—Not at all.

4822. General *Codrington.*] Does it make all the difference whether it is red or scarlet?—Yes.

4823. You are now speaking of scarlet?—Yes.

4824. *Chairman.*] Do you dye red cloths?—Yes.

4825. What names have you for red cloths?—Various names; marine cloths, drummer's cloths, or common double-mill'd cloths.

4826. General *Codrington.*] Your previous answers have all applied to scarlet cloths?—Yes.

4827. *Chairman.*] As regards the red cloth, you have made an agreement, of course, with Messrs. Hebbert in the same way as for scarlet cloth?—Yes.

4828. Was the price sufficient to enable you to make a good article?—It was done at our own price.

4829. Have you done your best to dye the cloth well?—We have done our best.

4830. Mr. *Jackson.*] At what season of the year did you receive the order?—About the beginning of this year for the scarlet cloth.

4831. In striking the colour, does it not make a difference whether it is a bright day or a dull day?—Yes.

4832. Can you obtain the same brilliancy of colour in November?—Yes; but there is a difference in getting the colour exactly alike.

4833. There would be a difference in the shade?—Very slight.

4834. According to the brilliancy and clearness of the atmosphere, so will be your strike?—Yes.

4835. Does that apply both to red and scarlet?—It does.

4836. Did you ever stipulate as to the nature of the material you should put in?—They told us we were to dye the best scarlet we could, and we did so, and we were to dye the red, madder red, equal to the pattern, which we did.

4837. Do you not sometimes get your colour from bar wood as well as from madder?—No; we use nothing but madder.

4838. Are you sure that you have never put in any bar wood?—Quite sure.

4839. Sir *Charles Napier.*] Did you know that the cloth you dyed for Messrs. Hebbert & Company had been rejected by the Government?—I did not know that it had been rejected.

4840. Did they not write and tell you so?—No.

4841. When did you first hear that it had been rejected?—I did not know that it had been rejected till I came up to town.

4842. Not till you came here?—No.

4843. Were no complaints at all made to you by Messrs. Hebbert?—None at all.

4844. Lord *Claud Hamilton.*] Have you ever supplied any of the same scarlet cloth to other contractors?—We do so sometimes.

4845. Have you had complaints made?—We have had no complaints at all.

4846. When you made this arrangement with Messrs. Hebbert & Company to furnish this cloth, was any attempt made to impose upon you terms that were too low?—Not in the least; we had our own price for madder reds and scarlets.

4847. You were told to give the best article and were allowed a good price?—We were.

4848. Mr. *Jackson.*] Did that go through the same process, and were the same materials used, as with the other cloth you have dyed for other parties?—Yes.

4849. In every respect?—Yes.

4850. And you are satisfied that the material used in the purposes of dyeing was as good in quality as any other you have dyed?—I am quite sure.

4851. On looking at the material you had to dye, did it appear to you to be as good in quality as that which you have dyed for other persons?—We did not examine the cloth so minutely as that, because it is not our business; we are no judges of the quality of the cloth.

4852. Does it not make a difference in the dyeing whether it is coarse or fine wool?—If it is very coarse, we can see the difference by comparison with the fine wool.

4853. Sir *Charles Napier.*] Was the cloth you dyed for Messrs. Hebbert as well dyed as the cloth which you have dyed for other employers?—Quite so.

4854. Was there no difference?—No difference.

4855. Was it dyed better than that which you have dyed for other people?—Not better.

4856. But

4856. But as good?—As good.

4857. Mr. *Jackson.*] From your 12 years' experience as a practised dyer, can you state that a great deal of the colour depends on the atmosphere; if you dye 100 pieces of cloth in a week, and you have a change in the atmosphere during the week, there will be a slight difference in the colour of the cloth?—There will be a difference in the shade of the pieces; you cannot see them exactly alike.

4858. Is it almost impossible to strike the same shade if you have to dip them on different days of the week?—It is.

4859. Lord *Claud Hamilton.*] Does that apply to the winter as well as to the summer months?—We consider it rather more difficult in the winter.

4860. Mr. *Liddell.*] Do you experience much difficulty in getting the pieces of cloth of one uniform shade, or is it liable to spots or stains?—Sometimes it is; we cannot always be quite sure that it is even in the piece.

4861. Is it absolutely impossible, with all the precaution and care you can bestow upon it, to avoid that?—It is impossible to avoid it at all times.

4862. Can you state shortly any natural circumstances, other than that of change in the atmosphere, which will produce this appearance of stains on the surface of the cloth?—It will sometimes happen so if there is any carelessness on the part of the maker.

4863. But if due precaution is taken it does not occur?—You cannot avoid it altogether; that is impossible.

4864. Can you state any specific reason why?—No, I cannot; we have not that control over it so as to avoid it always.

4865. Lord *Claud Hamilton.*] Is scarlet the most delicate colour you have to deal with?—We do not consider it more delicate than red.

4866. *Chairman.*] If you spoil a piece of cloth in the dyeing, who bears the expense of it?—It is the custom to allow the dyeing of it on the piece.

4867. Mr. *T. G. Baring.*] You say that you have dyed scarlet cloth for Messrs. Hebbert?—We have.

4868. Can you state the quantity of cloth you have dyed for them?—I cannot, exactly.

4869. Can you say whether you have dyed as large a quantity as 1,000 yards?—I should say we had.

4870. Can you state how much of that has been objected to by the inspectors on account of colour?—We have not heard of any.

4871. I find, upon reference to the report of the committee of officers on the 13th February, that 100 serjeants' tunics, which would be 150 yards, were rejected as not being equal to the pattern in colour or weight; that would be part of your dyeing?—I cannot say whether it was or not.

4872. Admitting the fact which I have read from the evidence, that it was rejected on account of weight as well as colour, the cloth could not be sent back to you by Messrs. Hebbert & Co.?—If it was rejected on account of the weight we were not to blame.

4873. Then, as to red cloth, I find that there were similar rejections, one-third of the pieces being under weight; that would be rejected for other reasons besides the difference in the colour?—Yes.

4874. On looking at the report of the inspectors, I can only find, with respect to scarlet cloth, that 20 serjeants' tunics were rejected on the 16th March on account of the colour and quality being slightly inferior; they would represent 30 yards of cloth, would they not?—I do not know, exactly.

4875. Supposing what I have stated to be true, that a tunic consists of a yard and a few inches of cloth, the scarlet cloth rejected has been on one occasion 150 yards, and on another occasion 80 yards. Now I want you to inform the Committee what is the quantity of cloth that you put at one time into the vat?—Two pieces, of scarlet cloth.

4876. How many yards?—Thirty-four yards each piece.

4877. Can you not put more than that into the vat at the same time?—No.

4878. How long does the process take?—It depends upon how it is to be dyed; sometimes it will take a long, sometimes a short time; for scarlet cloth we generally allow about an hour, or sometimes it will take two hours, as it depends upon the pattern we have to dye to.

4879. I do not question your opinion that the dye has been done to make a good scarlet, but I wish to refer you to the opinion of two gentlemen in the cloth trade, read by Mr. Bischoff at Question 3846, to whom Messrs. Hebbert referred

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referred the scarlet cloth for their opinion as respects the colour; Messrs. Charles Hainsworth and William Cheetham state, as regards the scarlet, "We give the same opinion on these as to the quality and make; the colour, though not an exact match, we consider to be as good;" and Messrs. Perrott state with regard to the scarlet cloth, "Equal to pattern in quality, and if scarlet be the colour wanted, then the colour is better than pattern." In executing a contract as to colour, is it not necessary that the colour should be similar to the pattern?—We pretend to make it fully equal to the pattern, but never inferior.

4880. In clothing troops, is it not necessary that the colour should be similar?—As near as you can get it.

4881. For the sake of uniformity, in clothing troops, is it not necessary that the colour should be similar?—The colour we dye ought to be equal to the pattern, and as near to the colour as possible.

4882. I am not questioning what you did in the way of dyeing, but in the examination of colour by a Board of officers, do you not consider that it is necessary that they should be satisfied that the colour is exactly similar to the pattern?—They can never have it exactly similar.

4883. I ask you whether it is not necessary that it should be the same?—I suppose they consider that it should be so, if they can get it.

4884. With respect to the red cloth, it has been stated in evidence that it was mottled in colour, and bore a kind of measly appearance; is it possible that these results should be brought about in the pressing after the dyeing?—I do not know anything about the process either before or after the dyeing; we only know we dye it as well as we can.

4885. Can you speak to the process after the cloth is dyed?—Not at all.

4886. If it is washed and put on tenters, and then pressed, is it not possible that the cloth might be affected in one of these subsequent processes?—I have no doubt they would make a slight difference.

4887. I understand you to say that you cannot speak to the quality of the cloth?—Not at all; I do not understand it.

4888. General *Codrington.*] Do I understand you to say that the goodness of the dye depends on the quality of the cloth?—No, it depends on the patterns, and the agreement we make.

4889. Supposing that a pattern of a better cloth were sent to you, and a pattern of an inferior cloth, would the better cloth have the better dye?—It would be dyed with the same material.

4890. From its being a better cloth?—It would be a better colour.

4891. Mr. *T. G. Baring.*] Are you still dyeing cloth for Messrs. Hebbert & Co.?—Not just now. (*See* Question 4945.)

4892. Did they ever tell you that the dye was not considered similar to the pattern?—I am not aware that they have made that statement.

4893. Mr. *Newdegate.*] You are speaking of what it is possible for you to accomplish in producing an exactitude of colour similar to that of the pattern; supposing you have a large quantity of cloth to dye, can you, without expense, produce an exact similarity of colour throughout the whole?—We cannot.

4894. Then it is a question of expense as to how near you can bring the whole quantity in pattern and colour?—We do our best in all cases, it is not a question of expense.

4895. Is not the process this, that supposing you are desired to produce a similarity of colour, you must dye a great quantity, and cast out whatever is inferior, until you produce the best possible match?—If we do a quantity together, we cannot be quite sure that they will be all alike.

4896. Then the only way in which you can produce the very great exactitude is by casting aside all that does not come up to the colour?—We could not do it in any manner; it is not possible to get them exact.

4897. Sir *Charles Napier.*] During the 12 years in which you have been in business as a dyer, have you ever had any complaint from your customers about your dyeing?—We have had complaints of goods not being similar to the pattern, or that there was a little unevenness in the colour of one piece, which we cannot avoid.

4898. Did they reject the cloth in consequence?—I do not know of any instance except one, a few years ago.

4899. Did they deduct anything from the price they promised to pay you?—In that one instance, the goods were invoiced to us.

4900. You do not recollect any deduction being made from the promised price?—Not on red cloths, excepting that one instance.

4901. Mr. *Jackson.*] I understood you to say that no expense you went to would enable you, or any other manufacturer, to dye 100 pieces of cloth of exactly the same colour and shade?—No, we could not do it under any circumstances.

4902. *Chairman.*] What orders did you get from Messrs. Hebbert & Co. respecting the dyeing of their cloth?—They sent us a pattern, and told us that we must dye it a madder red, equal to the pattern, and as uniformly as we could get them.

4903. Did you charge them the highest price?—We charged our own price; there is no complaint about the price on either side.

4904. Sir *Charles Napier.*] They accepted your price at once?—Yes.

4905. Without remonstrance?—Yes.

4906. Viscount *Duncan.*] Do I understand that your vats hold 68 yards of clothing or more?—We do not dye more than 63 yards of scarlet.

4907. How many yards of red cloth do you put into the vat?—We generally dye four pieces, or 120 yards, of red cloth at a time.

4908. Could you explain to us why it is not desirable to dye more than 68 yards of cloth at one time?—Because we could not do it safely; it would be too much.

4909. Would it be possible to construct vats in which you could do more than that quantity?—Certainly.

4910. Do you know of any vats that have been constructed in which a larger quantity of scarlet cloth can be dyed at the same time?—There are larger pans than those in which we dye our scarlets.

4911. What are the largest vats you have heard of?—There are pans about as large again as our own.

4912. Have you heard of vats constructed that would dye more red cloth than the quantity you have alluded to?—I have heard of it.

4913. Of what size?—I have heard no size stated.

4914. Supposing you received an order to dye 1,000 yards of scarlet cloth of exactly the same colour, could you undertake such an order?—Not to have every piece similar in colour; there would be a difference in the lot; you might have some a little lighter and some a little darker; it is not possible to get them all exactly alike.

4915. At the time you received the order from Messrs. Hebbert & Company, did you explain to them that it would be impossible for you to dye the cloth of exactly the same colour?—It is always understood between the merchant and the dyer; it needs no explanation in every individual instance.

4916. You did not explain it?—Not at that time.

4917. Sir *W. Codrington.*]—Is both scarlet and red cloth dyed hot?—Yes.

4918. Does that shrink the cloth; if you put in 30 yards of cloth does it come out 30 yards?—We suppose it does, but we have never measured it.

4919. Wool generally does shrink with hot water, does it not?—I have no facts on that to state.

4920. Is the cost of dyeing, and the consequent goodness of the dye, dependent on the time that the cloth remains in the vat?—In some measure it is.

4921. If cloth is in the vat two hours in one case, and one hour in another case, is that which has been dyed two hours better than that which has been dyed one hour?—It depends upon what process it goes through in the two hours.

4922. Does it depend on the time it is in the vat?—In a great measure it does.

4923. Mr. *Corry.*] Is all the cloth which is dyed at one time in the same vat exactly the same colour?—Not always.

4924. If four pieces are put into a vat, and dyed simultaneously, you say there might be a difference of colour in those four pieces?—It has been the case.

4925. Even in the same piece the colour will vary, I think you say?—Sometimes.

4926. Mr. *T. G. Baring.*] You say you have known and heard of vats being constructed which could dye double the quantity of scarlet that you can dye in your vats?—I have.

4927. Have you not heard of vats which can dye a still larger quantity?—I have not made any particular inquiry.

4928. You say that cloth dyed in the same vat is not always of the same colour?—Not always; I have known instances to the contrary.

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4929. When you say you have known instances, do you mean that they are rare instances, or that it is a common circumstance?—They are not very common, I must say; but it has happened.

4930. What would have occasioned that?—We do not know.

4931. You would consider that an imperfect operation, I suppose?—It is imperfect to this extent, that we cannot control it; it is a mystery to us, and we cannot understand how it is.

4932. Are pieces of cloth which are put in the same vat more likely to come out of the same colour than pieces of cloth which are put into different vats?—Yes.

4933. Then, with regard to scarlet cloth, you say you have heard of a vat that will hold four pieces?—Yes.

4934. The piece of cloth of yours that was rejected, and made up into 100 serjeants' tunics, would be about 150 yards in length; if that piece had been put into the same vat, would it not be precisely of the same colour all through?—Yes, but we think it is not safe, as regards the colour, to do so much at once.

4935. You have said that usually it would come out of the same colour if it was put into the same vat?—I cannot say positively, but generally speaking it might be so.

4936. As to red cloth, you have heard of vats that will hold double the quantity that you put in; can you say that there are no larger vats than that in the trade?—I cannot say that.

4937. General *Codrington.*] Scarlet cloth, I believe, is dyed in the piece?—Yes.

4938. Is red cloth dyed in the piece?—Yes.

4939. Lord *Claud Hamilton.*] Have you been in the habit of dyeing red cloth for the Army for some years?—Yes, we have; our house was one of the first, I believe, to dye red cloth.

4940. Have you dyed largely?—We have dyed a great deal.

4941. Have you had large vats?—We keep to the same size.

4942. In the experience you have acquired, do you believe that the quality of the dye is improved by increasing the size of the pan?—No, not the quality of the colour; but there is a greater risk of having the piece not so evenly done; and that is a danger we do not like to risk.

4943. Have you had many complaints of the red cloth which you dyed for the Army not being uniform?—No, very few.

4944. General *Codrington.*] Would not the complaints go to the manufacturers?—To the parties from whom we took the order.

4945. Mr. *T. G. Baring.*] You say you have had no complaint as to the dyeing of the marine cloth until you came into this room?—No. There is one statement I have to correct: I was asked whether I was now dying for Messrs. Hebbert & Co.; I believe we have a few pieces at our place now. (*See* Question 4891.)

Mr. *William Chadwick*, called in; and Examined.

Mr. *W. Chadwick.*

4946. *Chairman.*] YOU are a dyer at Leeds, I believe?—Yes.

4947. Have you been long in business?—Yes, many years.

4948. Have you a large establishment?—Yes.

4949. You are engaged all the year, I suppose, in dyeing?—Yes.

4950. Have you dyed any blue cloth for Messrs. Hebbert & Co.?—We have.

4951. What quantity?—Several hundred pieces.

4952. What orders did you receive from them respecting the dyeing of that cloth?—To dye the goods to the pattern.

4953. You were to execute the work equal to the pattern?—Yes.

4954. Did they ask you to name your prices?—A price was agreed upon.

4955. Satisfactory to yourselves?—Yes.

4956. To enable you to get a fair, honest livelihood?—Yes.

4957. Do you consider that you have dyed this cloth equal to the pattern?—As near as we can match them.

4958. Is it possible to dye a number of pieces exactly alike, so that there should be no difference whatever in the colour?—It is not possible.

4959. Neither in blue, red, nor scarlet?—Neither in blue, red, nor scarlet.

4660. Were the cloths which you dyed for Messrs. Hebbert & Co. dyed from pure indigo colours?—They were.

4961. Have any of them been rejected?—I am not aware.

4962. Sir *Charles Napier.*] Did Messrs. Hebbert never write to you to say that some of the cloth had been rejected?—I did not know it till I came to town.

4963. Have you ever had any complaints from your employers?—From men of business we have occasionally had complaints.

4964. Have you had any deductions made from the price in consequence of the dye not being good?—If we did our work in an indifferent manner we are of course liable to penalties.

4965. Has it ever happened that you have had deductions made from your charges?—We have had deductions.

4966. Many?—I think we have escaped pretty well.

4967. Is the dyeing that you did for Messrs. Hebbert as good as that you have done for any of the rest of your employers?—It was equal to any that we have done for other parties.

4968. Is it possible for you to do it better than you did it for Messrs. Hebbert?—It is not possible to get a better dye.

4969. Mr. *Jackson.*] Do you concur in what the last witness said as to the difficulty of obtaining an exact shade of colour?—Yes.

4970. In 100 pieces is it almost impossible to get the same shade either in red or scarlet cloth?—I perfectly agree with what he has stated, that it is not possible to get 150 pieces of red or scarlet cloth of exactly the same shade.

4971. Nor 20 pieces?—Nor 20 pieces; they will vary a little.

4972. Whatever expense is incurred, is it possible to get several pieces of cloth of the same shade?—The price will not enable us to make them more perfect.

4973. Does much depend upon the atmosphere?—We suppose that the atmosphere has some effect upon it, as well as other causes over which we have no control.

4974. General *Codrington.*] Do I understand it as your opinion that the goodness of the dye depends upon the quality?—The colour shows on some cloths better than on others.

4975. You speak of scarlet and red?—Scarlet, red, and blue.

4976. You think it does in some measure depend upon the quality of the cloth as to the goodness of the dye?—To a certain extent; we could not get the same shade of colour on a fine cloth that we could on a low cloth.

4977. Then it does not depend upon what I may call the goodness or fineness of the cloth at all?—If we have a low quality of cloth, and a fine pattern to work by, we cannot get exactly the same shade of colour.

4978. Mr. *Jackson.*] You cannot produce the same colour from the same material if the cloth differs in quality?—If it differs in quality it must vary in shade.

4979. Mr. *Corry.*] If the difference in quality is very slight, would there, in that case, be a difference in colour?—If they are very near in quality the shades in colour would be nearly the same.

4980. Mr. *Jackson.*] If you use the same process and the same material in dyeing coarse cloth and fine cloth, which produces the best colour?—The fine cloth shows the colour the best.

4981. Mr. *Liddell.*] Do you confirm what the last witness stated, that it is a matter of great difficulty, almost an impossibility, to obtain, even in one piece of cloth, an absolute uniformity of colour all over the whole surface?—There is great difficulty; great care is required to have the colour uniformly even over the whole surface of the cloth.

4982. Is it possible to avoid, even with great care, the existence of what may be called stains occasionally over the whole surface of the cloth?—They will occasionally show, even with the greatest care; the stains show at times, arising from circumstances over which we have no control.

4983. You cannot explain to the Committee what those circumstances are?—We do not know. If we could remedy that, we should be glad to do so, because we are answerable to a certain extent for casualties of that kind.

4984. Sir *Charles Napier.*] How do you bring the stains out?—They are stains that will not come out; if we see them before we put them into the work, we remove them if possible.

4985. Mr. *T. G. Baring.*] You say that Messrs. Hebbert & Co. informed you that some of your cloth was objected to in point of colour?—They did not inform me until my arrival in town.

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4986. When were they delivered for inspection?—I do not know.

4987. Are you quite certain that it was the Board of officers which objected to the colour; was it not Messrs. Hebbert who objected to the colour of the cloth?—They made no complaint of the colour themselves; the colour we supplied was equal to the pattern.

4988. They said it was equal to the pattern?—We said so.

4989. And Messrs. Hebbert & Co. did not object to these cloths?—They did not.

4990. I find in a letter which has been read by Mr. Bischoff, Question 3846, that they referred this matter to Mr. Charles Hainsworth and Mr. William Cheetham, who say "that the blue facings are fully equal in quality, but are not all of one shade of colour;" is it not probable that that is what they wrote to you about?—They informed me that the goods had been rejected on account of the colour, and wished to know whether the colour was genuine.

4991. You say it is difficult to get the dye all of one shade?—It is impossible.

4992. Can you not, after the cloth has been dyed, rectify that?—Not always. If we get the cloth too dark, it is impossible to get it light again.

4993. I find that these gentlemen go on to say, with respect to the blue facings, "that these may be easily rectified by re-dipping the light ones in the blue vat"?—They are not dyers, and therefore I do not attach much importance to their opinion.

4994. You say that in the ordinary trade, when there is any deficiency in colour, you make it up by a deduction?—We make the best terms we can with the party.

4995. Where a contract is entered into for the sake of uniformity and regularity, would it be any advantage to the Government to pay a lower price?—No.

4996. I find, on looking at this opinion, these words, "That the goods were rejected on account of quality;" you are not responsible for that?—No.

4997. You cannot speak to the weight?—No.

4998. You speak only to your own process of dyeing?—That is all.

4999. Viscount *Duncan.*] How many yards of cloth could you undertake to furnish of a uniform colour?—Blue cloths are dyed in the single piece; you may have 20 pieces and each will vary a little in shade.

5000. My question was, how many yards of cloth you could undertake to produce all of a uniform colour?—We always engage to produce the goods of a uniform colour and get them as near as we can; but they must vary a little.

5001. How many yards do you believe could be produced of a uniform colour?—One piece certainly.

5002. Of how many yards?—Thirty-three or thirty-four.

5003. You could not undertake then to produce more than 33 yards of a uniform colour?—We can engage that, but the next piece in all probability that we did might be a different shade; we could not give you ten pieces all of one shade.

5004. I understand you to say you could not undertake to produce more than 33 yards of a uniform colour?—If you want 100 pieces dyed, we would engage to do them near to the pattern, and according to the custom of the trade they would be so near as to pass without complaint, but to say that they would be all uniformly of one shade, we could not accomplish it.

5005. When you say they would pass, explain to me the common practice of passing goods?—We have succeeded in getting the shade so near to the pattern that we have satisfied our friends, although the goods have not been all of one shade.

5006. Who passes the goods?—The merchants.

5007. Do not differences occur between you and the merchants as to the passing of the goods?—We have complaints that they are not exactly to the shade, and we endeavour to remedy the defect, or be more careful in future.

5008. How would these complaints be settled as between you and the merchant, supposing a difference of opinion existed between you as to the dye of the goods?—There is no rule to work by, but each case would be guided by circumstances.

5009. Who would be the judges of those circumstances?—The merchant and ourselves would arrange the matter.

5010. Has it ever occurred to you to have such a difference between you and the merchant that you have had to arrange the matter?—We have had goods rejected, and have had them invoiced to us in consequence of their not being up to the colour.

5011. What

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5011. What has induced you to submit to the rejection?—In consequence of the colour not being to the pattern.

5012. You have admitted the fact?—If it is very much off the pattern we are culpable, and we take the responsibility on ourselves.

5013. You have furnished goods occasionally very much off the pattern?—Yes; I am sorry to say we cannot avoid it.

5014. Lord *Claud Hamilton.*] Does that apply to a large quantity of goods at the same time, or small portions?—Sometimes we have had large rejections; some years ago we had large rejections in consequence of colour being objected to, but of late years we have not had any.

5015. Do you put more than two pieces into the pan or vat at a time for dyeing?—Of blues we only put in one.

5016. Do you confirm what the previous witness said, "That even when two pieces are dyed at the same time, they are not perfectly uniform"?—They are liable to be irregular in shade.

5017. Viscount *Duncan.*] Of how many yards does one piece consist?—It varies from 30 to 40 yards.

5018. Lord *Claud Hamilton.*] When there is a difference in the colour, have you no means, by re-immersion, of securing uniformity?—It depends upon circumstances; sometimes it can be remedied and sometimes not.

5019. Mr. *T. G. Baring.*] Are you aware whether any of the blue cloth sent up by you to Messrs. Hebbert & Co. has been rejected?—I was not aware until my arrival in town.

5020. You were not aware that any of your cloth had been rejected for colour except from the statement of Messrs. Hebbert & Co.?—No; only from Messrs. Hebbert and Co.'s statement.

Mr. *Robert Addyman*, called in; and Examined.

Mr. *R. Addyman.*

5021. *Chairman.*] I BELIEVE you are agent for Messrs. Hebbert & Co?—I am.

5022. At Leeds?—At Leeds.

5023. Do you examine all the cloths they contract for, and which are made in that part of the country?—All the cloths.

5024. What is your system of inspection?—It is by weighing, measuring, perching, and comparison with the sealed pattern which we have to work to.

5025. After your report are the articles paid for?—All the goods go through my hands before they are sent to Messrs. Hebbert & Co. I receive the cloths, and I make up the accounts.

5026. It depends upon your decision?—Entirely; I have the sole management in Yorkshire.

5027. Do you consider it possible to manufacture army cloths exact in the shade of colour, work, and quality, to the sealed pattern?—My experience for a great many years tells me not.

5028. Why not?—Because it is impossible to dye them alike; it is impossible to make every piece alike; if two men work out of the same material they do not produce identically the same article, although the intention is to do so.

5029. Were any of the cloths for the marines manufactured by you?—They were all manufactured by us, or by our manufacturers.

5030. Do you consider them all equal to the sealed pattern?—All uniform, and out of the same material; and the only difference would be a little variation in the manufacturing, dyeing, and finishing.

5031. Viscount *Duncan.*] Are you manufacturers?—We are not; we take the goods where they are manufactured by the men who were under examination last Tuesday; we take the goods in the bulk, and finish and dye them ourselves.

5032. Explain to the Committee the exact position you occupy in regard to the manufacture?—When orders come out for which we intend to tender, Messrs Hebbert & Co. send down patterns to me to obtain the prices from the men whose business it is to manufacture certain classes of army goods; knowing that they have had some experience, we ask them their prices for the cloth in the white state; we obtain their prices; we do not go to one man, but a number of men; we take the best men in the district, as all people situated as Messrs. Hebbert are would do; these small manufacturers would make the goods better than they could be made in a large concern. Having obtained these prices, we add to them the future costs of dyeing and finishing, and then submit them to Messrs. Hebbert & Co.

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5033. You do not manufacture goods yourselves?—We do not.

5034. Explain to us what the finishing business consists of?—When a piece of white cloth is received by us in the bulk, we take it and cut down the wool, and dye it and press it, fit for the service. There are many kinds of finishing; the coat I have on is raised, but a piece of marine cloth is cut, pressed, and dyed.

5035. What is the size of your establishment connected with this finishing business?—We have 16 raising gigs, and all other machinery to follow; in fact, we consider ourselves legitimately manufacturers.

5036. Mr. *Jackson.*] In your district the man who undertakes a contract is called the manufacturer, although he does not manufacture the whole cloth?—Quite so.

5037. Is it a custom in your district to give out a large order to a number of manufacturers who are tied to the quality both of the wool and of the make?—In every respect.

5038. As I understand, no one manufacturer could undertake to supply a large order in a given time?—He could not do it.

5039. You are compelled to distribute your orders amongst several small manufacturers?—We are; and especially with respect to the marine cloth.

5040. They bring in their samples in a certain state?—They do.

5041. And then each proceeds with a portion of it?—Yes.

5042. You are, in fact, only the finisher of what is manufactured for you by other parties?—That is so.

5043. You consider yourselves responsible for the quality of every piece brought into your store, and you examine it to see that it is up to the mark?—We are responsible; and if we are not satisfied with it, we reject it.

5044. Is that the custom of the trade?—It is.

5045. Viscount *Duncan.*] Explain to the Committee the nature of the inspection to which these goods are submitted when they are brought into your stores?—The goods are brought in in the bulk state, and to test the accuracy of the weight we hang them upon tenters to make them thoroughly dry; when they are still warm we weigh them and measure them, and take the width, and if they are all right in these respects, and the quality is right, we take them into store, and by finishing them and dyeing them make them fit for the service.

5046. Mr. *Jackson.*] Every piece of cloth undergoes that inspection?—Every piece; and we have properly qualified persons to examine these goods in the several processes.

5047. Sir *Charles Napier.*] Are you a partner with Messrs. Hebbert & Co.?—No; I wish I was.

5048. You are their agent only?—Yes.

5049. Mr. *Jackson.*] In saying that you are the agent of Messrs. Hebbert & Co., I understand that you are the party who distributes the orders relating to the goods, and for finishing them?—Quite so; in fact, I am their servant, having the management of their business in Yorkshire.

5050. Is it the custom of large dealers in cloth in London to have their agents located there?—No, it is not the custom; Messrs. Hebbert & Co., in taking this step, have put themselves in the same position as all other army contractors.

5051. Viscount *Duncan.*] Is that custom confined to the army contractors?—I believe Messrs. Dolans and Messrs. Hebbert are the only two houses who are in that position as to providing their own goods.

5052. Sir *Charles Napier.*] Did Messrs. Hebbert write to you to say that these goods were rejected?—They did.

5053. Did they desire you to make any examination into it?—Yes.

5054. Have you reported that you have examined the whole?—Yes.

5055. Lord *Claud Hamilton.*] Did you ever supply the house of Messrs. Dolans?—I was manager for Messrs. Swaine & Co., of Leeds, before I was with Messrs. Hebbert, and that house supplied Messrs. Dolans.

5056. Mr. *Liddell.*] You have told us that in your district, when you receive a large order, you distribute different parts of it amongst small proprietors in the neighbourhood?—Yes.

5057. If in your opinion any portion of that order which you have committed to a small manufacturer to execute is not equal to the pattern, do you refuse it and return it on his hands?—We do not pass it at all.

5058. Sir *Charles Napier.*] When once it is thrown upon your hands, you have no claim upon the manufacturer?—We do not consider we have.

5059. Mr.

5059. Mr. *Jackson.*] The goods having passed your inspection, the responsibility falls upon Messrs. Hebbert & Co.?—Yes.

5060. Sir *Charles Napier.*] And are they paid for immediately after you examine them?—We only pay once a-month.

5061. Mr. *Jackson.*] That is the custom?—It is.

5062. You were in the employ of Messrs. Swaine & Co., at Leeds?—I was, for five years.

5063. Had you an opportunity of seeing a large quantity of goods sent in to Messrs. Dolans & Co. for the Government?—I believe I passed every piece that was sent.

5064. How long is it since you left their service?—I went on the 1st July 1851, and left on the 30th June 1856.

5065. And during the time that you were there had you an opportunity of inspecting the goods supplied by the house in whose service you were to Messrs. Dolans & Co.; and are you enabled to state that the goods you sent up to Messrs. Hebbert & Co. were equal in quality to those which were supplied to Messrs. Dolans & Co. by the house you were with?—They are a different class of goods which are now supplied; it was the old regulation cloth which we supplied to Messrs. Dolans, and that is altered altogether.

5066. Then it is not fair to contrast the goods supplied up to a certain date, by Messrs. Dolans & Co. to the Government, with the goods recently supplied by Messrs. Hebbert & Co.?—They bear no comparison at all; the cloth is altered and improved.

5067. Mr. *Liddell.*] Has it ever occurred to you to have any dispute with a manufacturer, in the event of your rejecting a piece of cloth which you think is not equal to the pattern?—I do not exactly know what you mean by "dispute." When anything is wrong, we send for the manufacturer, and explain it to him, and convince him that he is wrong, before we send the goods back. I show him the pattern, and tell him how I have come to my conclusion; and I do not recollect a case in which the manufacturer has not acceded to my decision.

5068. Mr. *Jackson.*] You have had five years' experience in one of the first houses in Leeds; can you tell this Committee whether, in your opinion, the cloth sent up by you to Messrs. Hebbert & Co. was in every respect, as regards colour, weight, and quality, equal to the sample you had to work by?—To the best of my judgment it was. I do not hesitate to say that it was, because I have had my opinion confirmed by other manufacturers.

5069. *Chairman.*] Can cloth differ in many ways from the sealed pattern although it may be of the same quality?—Yes, it can; it may be spoiled in the process of dyeing, or finishing, or by any other process it has to go through.

5070. Can it differ in all these particulars, and yet be, in a fair mercantile view, equal to the pattern?—It may differ slightly, and yet be equal to the pattern.

5071. Is the want of an appeal, in transacting business with the Government, very much felt by the trade?—I must say we felt it strongly in the case of the Marine.

5072. When a merchant's goods are inspected by you, do you allow him to be present?—If he wishes it.

5073. Do you see any objection to it?—Not the least. If he is present I can point out an objection, if there be one.

5074. Do you think that some court of appeal, or some system of arbitration between the manufacturer and the Government, would be of advantage to both parties?—My own opinion is, that it would be so, because I think both parties would then be likely to be satisfied.

5075. The Government now have declared for unrestricted competition in the principle of their commercial system; can that system be applied to cloth, and at the same time obtain a good article as regards quality and make?—That is a subject which I have not given much consideration to.

5076. Do you think that it tends rather to demoralise than to improve the workmen?—I think there are some manufacturers who will endeavour to obtain contracts at any price, and get them through if they can.

5077. The value of the cloth is the same, I suppose, to all?—If they have the same means to go into the market it must be the same.

5078. If the contract is taken at a low figure, the manufacturer, as I understand, does not suffer, but the workpeople?—No, the workpeople do not suffer, because a uniform price is paid to them.

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5078.* Mr. *Jackson.*] Supposing you had 10,000 pieces of cloth to get manufactured, would you advertise for public tender, or would you go to a man whose credit stood high?—I would go amongst the men whose credit stood high as respectable and honourable manufacturers.

5079. You would not think of advertising for public tender?—Not at all.

5080. Would you feel yourself safe in such an operation?—No, not by the rules of the trade.

5081. Without reference to the rules of the trade?—The practice of the trade is to go amongst manufacturers whose capabilities are well known for such an article; I am not speaking of army goods.

5082. Sir *Charles Napier.*] Do you think that a Government establishment would have the same chance of being well treated as a merchant who followed that system?—I think they would not be so well treated; I think a merchant would get an honest article, and he would know the man who was working for him; whilst the Government might be strangers to the source from which those goods came; and not only that, but the risk attending the passing of Government contracts necessarily enhances the price of goods to the Government.

5083. Mr. *Jackson.*] Supposing a system was established by the Government of appointing competent parties to judge between them and the tradesmen, do you not think that the Government might be as well supplied as the merchant?—So far as I know they would, more particularly if I were satisfied that they had competent parties who would judge fairly between the Government and the manufacturer, and, under those circumstances, I should not have the least objection to undergoing the inspection.

5084. If Government took proper steps to inspire confidence in the manufacturers, do you think they could obtain their supply as cheaply?—If you could convince the manufacturer that he is dealt honestly by, I do not see why the Government should not have their goods as cheap, or perhaps cheaper, because the money is safe.

5085. General *Codrington.*] Is it the case that Government do not purchase their goods as cheap as private parties?—I do not think they do in all cases.

5086. Viscount *Duncan.*] Do they in some cases?—In some they do.

5087. Mr. *Jackson.*] Is there not a small profit paid to a party who runs the risk of contingencies connected with Government contracts?—That I cannot say; my experience only extends to Messrs. Hebbert & Company's transactions.

5088. Is it not natural to suppose that Messrs. Hebbert and Messrs. Dolans, or any other parties, would not put themselves in the position of running great risks if the profits were not equal to the risk?—I should think not.

5089. If Government had a system of inspection which inspired confidence, the intermediate profit would not be paid by the Government, because there would be no risk attending it?—Not at all.

5090. Sir *Charles Napier.*] Do Messrs. Hebbert & Company place implicit reliance and confidence in your judgment in the position you fill?—I have every reason to suppose so, because I am the only man in Yorkshire to manage the business.

5091. What should hinder the Government putting themselves in the same position, and employing an agent, as Messrs. Hebbert employ you to look after their affairs at Leeds?—I do not know any reason why they should not.

5092. I suppose they could find an agent as Messrs. Hebbert & Company do, to attend to their duties?—If they could find a man honest enough to do it.

5093. Is there any more difficulty in finding an honest man to serve the Government, than in finding an honest man to serve Messrs. Hebbert & Co.?—That is a question that I do not wish to enter into; I think there is.

5094. General *Codrington.*] What is the special risk that you think the manufacturer is liable to in dealing with the Government?—At times, an unfair inspection.

5095. Do you know how that inspection is carried on?—It arises from an unfair inspection, and the fact of having goods rejected by the Government which are not suitable for any other trade.

5096. Do you know how the inspection of the cloth which is supplied by Messrs. Hebbert & Company, or any other contractor is carried on?—I never saw it inspected.

5097. You do not know the parties of whom the Board is composed?—I do not.

5098. Then

5098. Then do you think you are able to judge of the honesty and fairness of that Board, without knowing its composition?—I believe I am, if I know the cloth they object to.

5099. You do not know the composition of the Board which you think is unfair?—When I say it is an unfair inspection, I do not mean to attribute improper motives to any parties, but it may be from their judgment being at fault, or any other cause.

5100. Lord *Claud Hamilton.*] Do you think any Board is competent to decide this question on which there is no person brought up to the trade, or with experience in the manufacture?—I do not think so.

5101. Do you think that the trade would like to submit their goods to a Board on which there was no practical or experienced person connected with the trade?—I know they have a decided objection.

5102. When you use the word "unfair," you do not mean to attribute any motives, but you do not think that they are competent, for want of experience and knowledge, to come to a just conclusion?—We believe there is an unfair inspection, but we do not know whether it is from incompetency or otherwise.

5103. You mean that the result is unfair to the parties whose goods are rejected?—Quite so.

5104. *Chairman.*] Do you believe that there are some articles which can be furnished satisfactorily by tender?—My experience only extends to the woollen business.

5105. Do you consider cloth and clothing an exceptional case?—I do.

5106. Sir *Charles Napier.*] What can be the objection to an open tender if they work by pattern, and there is a penalty attending the rejection?—If they will examine them legitimately by pattern there can be no great objection to it.

5107. Do you think that military men who are accustomed simply to observe the wear of the cloth, are sufficient judges of the cloth when it is submitted to them?—I do not think they are; but they are competent judges of the wear of the cloth.

5108. If they receive the cloth, and are ordered to examine it, do you think that military men are good judges of the cloth?—No; I think they are as good judges of cloth as I should be of military tactics, and I know nothing of them.

5109. General *Codrington.*] The test of the cloth is in the wear?—Yes.

5110. And officers in the army see the wear of the clothing?—I presume so.

5111. Viscount *Duncan.*] When you inspect articles which are supplied to you, do you adopt the test of wear, or are you satisfied with your own inspection?—I believe that I have had sufficient experience to tell what they are when they come to me.

5112. Mr. *T. G. Baring.*] Do you know whether the test of wear could be applied with respect to marine clothing?—I know that nothing could be easier.

5113. Do you know where the marines are quartered?—All over the world.

5114. What satisfaction would it be to a man in China, who found he had on an inferior coat, to know that he would have another in nine months' time?—It would be a satisfaction to the Government to be able to come down upon the man who had supplied the cloth.

5115. Is the objection of Messrs. Hebbert & Company to the present inspection, that goods have been passed which were not equal to the pattern, or that goods equal to the pattern have not been passed?—We think they have rejected goods which were equal to the pattern.

5116. You object to the strictness of the examination?—I do not care how strict it is if it is right.

5117. I understood you to say that the complaint of the examination is, that it was too strict?—I do not complain of the examination being too strict, but I say that, with perhaps the best intentions, those who have examined the cloth have rejected them unfairly.

5118. I wish you to have an opportunity of explaining that word "unfairly;" do you mean to say that you have no wish to impute anything to the officers than an error in judgment?—Quite so.

5119. You wish not to make any charge against others except as to an error in judgment?—I cannot, because I do not know them.

5120. Mr. *Jackson.*] You mix a great deal with manufacturers in Yorkshire; have you heard from them whether the system of goods which is established by the Government deters any respectable manufacturer from competing?—Yes,

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it deters several, and amongst them men who have manufactured army goods all their lives, and who are now turning their attention to the general trade.

5121. The effect of the inspection, be it fair or unfair, loose or strict, is to deter the manufacturer from competing for Government contracts?—Certainly.

5122. To that extent the Government are injured by want of competition?—I should say so.

5123. Is that within the last two years?—Since the present change has taken place.

5124. Viscount *Duncan.*] How long is it since the present change took place?—About 12 months.

5125. Are you quite sure that the change took place so long ago?—I cannot say of my own knowledge; it may be 12 or 18 months.

5126. Since when is it that those gentlemen, to whom you allude as having given up tendering for Government contracts, have done so?—Within the last 12 months.

5127. Will you have the goodness to give me the names of any parties who have refused within the last 12 months to tender for contracts on account of the change of system?—If I named them to you I should be guilty of a violation of confidence; it was mentioned to me confidentially, and I should not like to repeat it. There are two men who have been making goods for us for this marine clothing who tell us to our teeth that they will make no more; that remark applies to any Government orders at all.

5128. Does your remark apply to the army as well as to marine?—Yes.

5129. Is the system of inspection in the army the same as the inspection of goods supplied to the marine?—That I cannot tell; I know nothing of the inspection in either case, except what I am told.

5130. Have the goodness to furnish me with the names of the parties who have declined under the present circumstances to tender for contracts?—I will furnish them for the satisfaction of the Committee, but I will not mention them in public.

5131. Mr. *T. G. Baring.*] What portion of the contract has been supplied to you by gentlemen who say that they will make no more?—Serjeants' black marine cloth.

5132. What quantity?—Eight hundred or one thousand yards.

5133. What was the amount of it?—Not more than 300*l.* or 400*l.*

5134. Lord *Claud Hamilton.*] You have spoken of the disinclination of some parties to contract with the Government; do you consider that that would cease if there was a tribunal which they felt was competent to judge of the article?—I think it would.

5135. Viscount *Duncan.*] When you talk of a tribunal competent to judge of the articles, will you explain to me what sort of tribunal you refer to?—Men who have been properly brought up in the business of which they profess to be judges.

5136. Sir *Charles Napier.*] Can you recommend any system of inspection that would satisfy the manufacturer?—Yes; I think the manufacturers would be satisfied if men drawn out of their own district were appointed who were properly acquainted with the articles they were inspecting.

5137. Why should they be taken from their own district?—Because they would more likely have a proper education, and be proper judges of the articles they had to inspect.

5138. Is there no other part of the country where they have the same education?—They might be taken from any district where the article is made.

5139. Lord *Claud Hamilton.*] You have heard the previous witness giving evidence about the conformity of these goods to the pattern; will you state to the Committee your opinion as to their being in conformity with the pattern?—If I had not thought they conformed to the pattern as strictly as any respectable man of business could make them, I should have rejected them myself.

5140. You think that they conformed as much as possible?—Most certainly, or I should not have passed them.

5141. You were for some years connected with another firm that contracted with the Government?—Yes.

5142. Did goods that used to be passed by that house conform more to the pattern than these goods?—Certainly not; we made special efforts to have matters right with the marine orders, and to prevent rejection.

5143-44. Mr. *Corry.*] Did it ever occur that goods rejected by you individually, as being inferior to the pattern, were received by Messrs. Hebbert at a reduced price?—Never; we would not take goods under such conditions, or a second time under any conditions, if we knew it.

5145. Lord *Claud Hamilton.*] Did the black-gray cloth, which formed a portion of the rejection, come under your inspection?—Yes; every yard of it.

5146. Can you explain how it could be received as being damp?—I know nothing of it.

5147. Would it be possible, after it passed you, to damp it to increase its weight?—Not unless they wetted it.

5148. Would such an attempt at fraud be at all likely to succeed?—Certainly not; it would be extremely unlikely, because it would take off the finish.

5149. Therefore you consider that any person who stated that the cloth had been sent in damp, in order to deceive by obtaining an increase of weight, was not very competent to form an opinion upon cloth?—He might state what he thought was the fact, but he could not know much about cloth; we have them hotpressed, and we never touch them after that process.

5150. After it is hotpressed, to apply moisture to increase the weight would be instantly detected by a competent party?—Quite so; it would destroy the finish.

5151. Supposing after that process a quantity of cloth had been damped to increase the weight, and were so sent in, would not that produce mildew, and otherwise destroy the appearance of the cloth?—If it lay a sufficient length of time, it would mildew.

5152. Is it hardly possible that a practical man would attempt such a fraud as that?—Certainly not.

5153. Do you remember the circumstance of your being at Deptford, and obtaining a portion of the cloth that was rejected?—Yes, I recollect it very well.

5154. You recollect an interview with Mr. Smith?—Yes.

5155. Do you remember submitting it to the process of scraping, and obtaining the opinion of Mr. Smith that it was the best of the two?—I remember it distinctly.

5156. Did you treat that cloth fairly in the trial you gave it by scraping?—Most assuredly; I had a little knife in my pocket, I took it out, and without knowing that I was doing anything particularly wrong, I cut off a piece of the sealed pattern, at which Mr. Smith was very much annoyed, and with the same knife I cut a pattern off the piece that had been rejected; going to the window, whilst Mr. Smith was busy with Mr. Biden, I scraped down to the make of the cloth, and I handed them over to Mr. Smith, and I asked him to be good enough to give me his opinion which was the best; without hesitation, he said, laying hold of the pattern which I had cut out of our piece, "This is the best, most decidedly;" I said, "I am glad to hear you say so, because it shows that you understand your business; and he said, "That is our sealed pattern;" I said, "I beg your pardon, it is not;" and I fitted it back into the rejected pattern. After he found he had made a mistake, he said, "Well, you cannot say anything about this, I am no authority here, I am no one, you must not make use of this hereafter."

5157. He did not doubt the correctness of the opinion that he expressed, that the rejected cloth was the best of the two?—Certainly not; this occurred in the presence of Mr. Biden, and another party from our house.

5158. Did he seem annoyed at the opinion he had given?—I thought so.

5159. General *Codrington.*] Do you consider Mr. Smith a good judge?—I know nothing of him.

5160. Do you know whether he is a good judge or not?—I do not know; in that case he judged very correctly, because it was evident to any one living that he spoke the truth.

5161. Mr. *T. G. Baring.*] With respect to this particular point of the black-gray cloth, I believe that the quantity of that was 1,000 yards?—It was more than 10,000 yards.

5162. Will you be good enough to tell me when it was sent in, and inspected?—I cannot tell you that, but Messrs. Hebbert & Co. can.

5163. Can you tell me the day you were at Deptford?—I cannot recollect exactly.

5164. Was it the 27th April?—The 27th April.

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5165. What did you go down for?—I went down upon the instructions of my employers, so that if any question arose upon the examination of the cloth, I might be there to give an explanation if called upon.

5166. That must have referred to the inspection taking place at the time?—Yes, on that day.

5167. I find, on looking to the report of the committee, that materials for 1,000 pairs of trousers was examined?—I do not know what was examined.

5168. I want to know when these 1,000 pairs of trousers that were then inspected left your warehouse at Leeds?—They would leave perhaps two or three days before, or it might be a week before; we had so little time to prepare the goods in that they would not be there long before the time.

5169. What was the date of the contract?—The 20th November.

5170. And what is the date you are now mentioning?—April; but the goods inspected in April would probably be ordered in February.

5171. Are you aware within what time the goods according to the contract were to have been sent in?—If I knew the number of the goods I could tell you.

5172. Are you not aware that all the goods were to be sent in in two months?—Yes; but it was impossible to make them.

5173. Did not Messrs. Hebbert & Co. see the contract?—Yes; but there were no such goods in the market.

5174. When Messrs. Hebbert & Co. were considering the tender, did they send down a copy of the contract to you for your opinion?—They did not.

5175. Were you consulted upon the tender?—I was consulted as to the time that the goods might be made in.

5176. Were you consulted as to the prices?—Most assuredly it was left in my hands entirely.

5177. You prepared the prices that were sent in?—I prepared the cost of every article.

5178. Did you prepare the prices for the making of these articles?—Not at all.

5179. You say you cannot give the Commitee the dates when the black-gray cloth left your premises?—I could not tell unless I was furnished with the numbers.

5180. Do you think the cloth left within a week of the time that it was inspected?—I should say not more than a fortnight.

5181. You state that that cloth when it left your warehouse was not damp?—Certainly not.

5182. If a person put his hand upon that cloth at Deptford, and found that it was damp, can you explain that?—If I had been there I should have put my hand upon it to ascertain whether he was speaking the truth or not; I cannot explain it.

5183. You say when the goods are in your warehouse, they undergo certain processes?—Yes.

5184. They go into your warehouse from the dyers?—The wool-dyed goods come to us dyed.

5185. I am speaking of the black-gray cloth?—We never wet that at all.

5186. Do you weigh the cloth?—Yes.

5187. If you had the numbers of these 1,000 pairs of trousers, and of the cloth which constituted that delivery, could you give us from your books the weight of that cloth when it was brought into your warehouse?—It is weighed on three occasions when it comes into the warehouse, when it is cut, and afterwards it is finally weighed.

5188. Can you give these weights to the Committee?—I cannot.

5189. Of any delivery of black-gray cloth at Deptford which took place within a week of the 25th April?—If Mr. Bischoff has no objection, I can give them.

5190. Was the cloth hotpressed when it was in your custody?—Yes, it is all hotpressed.

5191. Consequently, it is not necessary to damp it to be hotpressed?—It is necessary that it should have a certain amount of dampness.

5192. Is it not upon tenters?—We hang the goods up in a room at night, and put them out on the grass if the weather is fine, and let them get as much moisture as will make them fasten in the press. If you ask all army contractors, they

they will tell you that there is no other means of doing it. We cannot press the cloths if they are too dry; we let a piece lie for a couple of hours and absorb as much moisture as it will get from the atmosphere in that time, to allow it to be pressed.

5193. Does it make a difference whether it is a dry or wet night?—It does; and that difference we cannot control.

5194. Could you not put them out for a less time when it is a wet night?—Yes.

5195. Might it not be that this cloth had too much damp?—We take care that it has not, because it would destroy all our press papers.

5196. Do you think that great care is taken in that process?—Yes; these papers are very costly, and they would be destroyed if the cloth was pressed damp.

5197. Are you aware that the cloth was delivered at Deptford only on the 25th April?—I do not know that it was delivered.

5198. Were you in the room when Mr. Smith gave his evidence?—No.

5199. I will read to you the answer which he gave to Question 3057: "I felt annoyed afterwards to think that I had been so foolish as to give an opinion at all, knowing that I was not in a position to do so, properly speaking. I think about two or three days elapsed before I could find time to examine the cloth minutely; I felt satisfied that something was wrong, but I did not know what; I cut a piece out of the same cloth as Mr. Addyman had cut a piece out of, and singed it, and I cut a piece from the sealed pattern, and singed that also, and compared them; I said to myself I was confoundedly out in my judgment when I said that was the best; but in one case Mr. Addyman had scraped into the heart of the thread, and in the other he had only just gone to the edges of it. When I had an opportunity of weighing that piece of cloth I found that it was very deficient; I entered the weights, and the result was as follows: No. 3,111, length marked 33¼ yards; length measured 44¼, but it was rather light, and therefore I had, perhaps, better call it 44; weight when delivered, 73 lbs. This is the cloth I made an observation of before, that one of the men drew my attention to its warm state, when delivered, and the weight on the day I weighed it was 71¾ lbs." ?—It may easily occur that 44 yards may gather from the dampness of the atmosphere from 3 to 4 lbs.

5200. In 44 yards?—Yes, no question about it, and if you put it in a dry place it will lose it again.

5201. It has been stated to the Committee that the weight calculated for any cloth should be when it is dry and not when it is wet?—So it should be, leaving a margin for the wet it absorbs by exposure to the atmosphere; a piece might have four pounds of damp in it, and what we know of the weight is, when dry; we know that it only gets as much damp as allows it to be pressed.

5202. Do you weigh the cloth when it is sent in to you dry?—When it is dry.

5203. Would you consider that a piece of cloth of 44 yards, which weighed one day 73 lbs., and after two or three days weighed one pound and a quarter less, should be weighed when it was wet or dry?—I should take it at the time it came out of the press. If a man makes for us, he expects that the piece will give two pounds over the dry weight; it must absorb a certain amount of moisture which would make it heavier.

5204. For what reasons are any stipulations made as to weight?—If we are to make the weight, it must be weighed in the different processes.

5205. Has not weight reference to the quantity of wool employed?—It has.

5206. When the Government requires that the cloth shall be of a certain weight, we will say one pound per yard, that means, that when the cloth is made, there shall be wool giving one pound weight per yard in making it, and that would necessitate the employment of a larger quantity of wool in order that the result should be one pound per yard; does that mean wet or dry?—When a lot of goods are made, the same quantity of material is weighed out to the men, but some men will deliver a heavier piece than others. These men make the goods at their own houses, and they bring it in a little less. To the best of our belief the same thing is made, but there is this little variation.

5207. Are you aware, that in taking a large quantity of cloth, that little variation is really a very important element in the price?—It is not an important element in the price at all.

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5208. I assume that the whole of the cloths are deficient in weight?—If there is any intention to make them below the weight, that is an intention to defraud.

5209. I understand you to say that you see all the goods that are sent in; did the white kerseys pass through your hands?—No; that is an article that is finished, and that is delivered by Messrs. Turner & Sons direct to our people in London.

5210. Your people prepare the red cloth?—Yes.

5211. And the scarlet cloth?—Yes.

5212. And the white cloth?—Yes, and the black grey cloth, and the blue.

5213. Lord *Claud Hamilton.*] You say you were consulted by Messrs. Hebbert & Co. before they sent in their tender?—I had to obtain the net price of the goods they intended to tender for.

5214. Do you object to furnish the Committee with the prices?—If I have the instructions of my employers I will furnish them, but not without.

5215. You say you were not shown the contract as to the stipulation of time; you were not aware what time there was under the contract?—Yes, I was acquainted with the time.

5216. Did you know that the time for delivery was two months?—I did.

5217. Did you write to Messrs. Hebbert, and say that it would be possible to get the goods?—Yes; we had made engagements that we should have them within two months; but the men who gave us these engagements failed; they could not complete their work within the time, to do justice to it, and we allowed them more time rather than they should spoil the work.

5218. Those with whom you entered into engagements failed in executing their engagements with you?—They did; and therefore we did not deliver the goods.

5219. Mr. *Baring.*] Can you state how long they were after their time?—Mr. Wright, who was examined here last time, was three weeks after his time.

5220. What amount was taken from him?—Six thousand or 8,000 yards of cloth.

5221. How long was the other manufacturer after his time?—He had only one class of cloth to make; that is, the reds, and a few pieces of sergeants'.

5222. Was that Mr. Clarkson?—No; Mr. Walker.

5223. How long was he after his time?—He was 10 or 12 days after his time on the last delivery.

5224. Neither of these manufacturers was more than a month after his time?—After they had delivered the goods we had to finish them.

5225. How long does the dyeing and finishing take?—We should not have less than from 12 to 14 days, to do justice to it.

5226. Do you know the amount of the first order of red cloth?—I should know by consulting my instructions.

5227. Was it material for 6,000 privates' tunics?—I only know the number of yards; it would be about 8,000 or 9,000 yards.

5228. Did Mr. Wright contract for all the red cloth?—He contracted for 6,000 yards of red cloth.

5229. How much red cloth did Mr. Walker contract for?—Three thousand or 4,000 yards.

5230. Have they, subsequent to those quantities, sent you in any more red cloth?—Yes, they are supplying us now.

5231. With red cloth sent up to Deptford for inspection?—Yes, they have gone on supplying us.

5232. How much?—They have three separate orders.

5233. Are the orders you are now speaking of those that were given in October?—Yes.

5234. Can you give us the dates of any subsequent orders?—They would be about the 25th of February.

Charles Bischoff, Esq., re-called; and further Examined.

C. *Bischoff*, Esq.

5235. Mr. *T. G. Baring.*] AS to the delivery of the 25th of April, do you know for how much the order was that you sent down to Leeds?—It would be for the whole supply.

5236. Can you put in the order which you sent down to Mr. Addyman?—I can put in all the dates.

Mr. *Robert Addyman* re-called; and further Examined.

5237. Mr. *T. G. Baring.*] THE April order being, as we understand, for 1,500 yards, can you say when it was sent up to Messrs. Hebbert & Co.?—I could tell you if the books were here.

5238. Can you inform us whether you made arrangements with the manufacturers to send in a quantity for the year, or whether you waited until you received your orders from Messrs. Hebbert & Co.?—We made arrangements with those men for the probable amount we might require in twelve months, but we could give no orders until the requisitions were sent in; and the manufacturers would not bear the risk of making a larger quantity of material than was likely to be wanted.

5239. You say you can, at a future time, give us the date of the order for the black grey cloth?—Yes.

5240. You say that a good deal has been rejected on account of the weight?—I have been told so.

5241. Can you explain how it is that, after the first rejection as to weight, there have been no subsequent rejections?—The marine contract is very peculiar; they wanted weight for thirty-six inches to the yard, and at the same time demanded thirty-seven inches; when we first began to work this fact was not sufficiently present to my mind, and I altered the make of the goods.

5242. Were you aware of that when you commenced the cloth?—I was not aware of it, although I had been informed of it twice, I believe; at the time we put the goods into work this fact had escaped my notice, but when the first goods came in, and subsequent letters passed between myself and Messrs. Hebbert, I was alive to it; and when I had found that the goods were light, I went over to the manufacturers and had more wool put into them.

5243. Referring to the tender paper which you say was sent in to you, I find it stated that the weight is to be so much per yard of thirty-six inches, and you say that you executed a large order without attending to that?—No; I discovered we had started wrong before we committed ourselves to that.

5244. Lord *Claud Hamilton.*] You discovered the mistake in your own establishment before the goods were sent up?—Yes.

5245. How do you account for the weight not being the same?—I never knew of an inspection that was so strict.

5246. You say you believed that Messrs. Swaine & Co. furnished certain goods to Messrs. Dolans under the contract?—I know they did, but not for the marines.

5247. *Chairman.*] Can you speak to any inspection of marine clothing?—Not at all. I never asked them what they wanted it for.

5248. Mr. *T. G. Baring.*] You stated to the Committee, I understand, that either you did not recollect, or had not been informed, that the weight of the cloths was so much per yard of 36 inches; will you explain what you mean by that?—When the first few pieces came in, I was taking them as at 37 inches to the yard, but our reference to my instructions, they were clear enough to make me discover that I was in error, and that was rectified without sending them up to London.

5249. In what way?—By having the cloth made shorter.

5250. Did you send back the cloth to the manufacturers?—Certainly.

5251. Did you never send up a piece of cloth to Messrs. Hebbert & Co. under the impression that it was to be 37 inches, and not 36?—Never.

5252. You know that all the cloth sent up to Messrs. Hebbert & Co. ought to weigh so much for 36 inches to the yard?—Yes; and that they wanted 37 inches.

5253. You have stated that, in a mercantile point of view, cloths might be sent in fully equal to the pattern, although not precisely similar to the pattern?—Quite so, and are received every day.

5254. Will you inform the Committee whether, in your opinion, there is not a great distinction between military purposes, where cloth is required of a particular colour, and mercantile purposes to sell in the trade?—Under the old system, when I was with Messrs. Swaine & Co., we were employed by several firms connected with this trade, and when we had thousands of pieces passing through our hands we could make selections for each house, and so preserve greater uniformity than we can now, because we make for one specific purpose; it is

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not in the power of any man to make everything exactly alike, and if I were disposed to be captious, I could object to the goods of any man living.

5255. Does not the power of making the selection to which you have just referred depend upon the amount of business?—No doubt of it.

5256. If you were still in Messrs. Swaine & Company's employ, and they had taken this contract, would you not be able to send in the cloths more uniform?—No; not all the Messrs. Swaines could do it.

5257. What do you mean by saying, that by means of selection you could send them more uniform?—If we had orders for the same goods from different houses, and we had 1,000 pieces in which there were four or five different shades, we had the power of selection and of sending a shade to each house, and so we had no complaints about them.

5258. Supposing you want to send in 1,000 yards of cloth, you say you were able, in consequence of the large trade, to send those in precisely similar to the pattern, but in a smaller way of business you cannot do that; is that what you mean to say?—I think that is about it.

5259. With respect to the question of unrestricted competition, you have given some evidence against it?—I presume I have been merely giving my opinion.

5260. Your opinion is against unrestricted competition?—It is simply my own opinion.

5261. You are not aware what firms tendered at the time Messrs. Hebbert & Company tendered?—Not at all.

5262. Messrs. Hebbert & Company, I presume, sent in the lowest tender, and the contract was made with them?—It is fair to infer that.

5263. Having the patterns before them, and making inquiries of you, do you consider that they were able, before they took the contract, to say at what price they would undertake to supply the goods?—I should think so.

5264. Should you expect that the Government would suffer any injury from accepting the tender of a party who had taken the trouble to make such inquiries? I should think not.

5265. With respect to Mr. Smith, he stated to you, I understand, that he was no one, and had nothing to do with the reception of the goods?—He said he had no right to give an opinion, and that he was exceeding his duty by giving an opinion.

5266. Did he represent to you that he was consulted in the reception of goods?—He did not; I have nothing to say against Mr. Smith; this was the only interview I had with him.

5267. You have no reason to suppose that he presented the goods in any unfair way?—I do not wish to cast imputations upon any one; but, in my opinion, the inspection was not fair towards our house.

5268. *Chairman.*] If pieces of cloth are to be 36 yards long by agreement, and there is one yard extra, that is in conformity with the contract, is it not?—Yes.

5269. Is it not the custom to have what is called a fag end of from one-half to three-quarters of a yard?—Not in the army trade, but in the general trade it is.

5270. There was no allowance made in this cloth for fag ends?—No.

5271. The agreement with the manufacturers was to deliver goods on a given day?—Yes.

5272. You found they could not accomplish it?—They could not. It was winter time when they took the orders, and there was a hard frost, and for a fortnight they could not mill a piece.

5273. You extended the time and did not impose any fine?—We did not extend the time; we were urging them to do all they could, and I was with them every day.

5274. How long were they behind time?—Some were perhaps about a fortnight, and Mr. Wright must have been a month behind his time.

5275. Do you acquit them of being intentionally behind time?—Most assuredly; the circumstances operated against them, over which they had no control.

5276. Mr. *Corry.*] You say there might be a difference in the weight of cloth; if there is a deficiency in the weight, do you consider that sufficient to justify you in rejecting the cloth?—If I were disposed to find an objection upon some point, I should do so.

5277. If there is a deficiency to this extent, that a piece which ought to weigh 75 lbs. only weighs 73?—The one at 73 might be better than the one at 75.

5278. Would

5278. Would you consider the quality in connexion with the weight?—If I were bound to the weight, I must consider that.

5279. I understand you to say that cloth ought to be weighed immediately after it is pressed?—We have no other opportunity of weighing it.

5280. If that cloth were put before a fire, or subjected to any other drying process, it would lose weight?—Most assuredly; as would any cloth.

5281. According to your own opinion, and according to the practice of the trade, the proper time to weigh it is, when it comes out of the press?—When it is just finished.

5282. Lord *Claud Hamilton.*] Does not wool absorb damp in the same way as cloth does?—It absorbs moisture.

5283. The only criterion is, when the cloth has been hot-pressed, and when it is dry?—Yes; but to have it in the same state, there must be the same amount of wool put in.

5284. After cloth has been hot-pressed would any person connected with the trade steam it in order to give it a fictitious weight?—He would be very foolish to do so, because he would spoil the appearance of it.

5285. No practical person would think of doing so?—No.

5286. A person who conceived that such a fraud had been committed, shows that he is not a competent person to judge of cloth?—I should say so decidedly.

5287. Mr. *Jackson.*] Do you allow anything to a dealer in cloth for the state of the atmosphere at the time the cloth is weighed?—There ought to be a small margin.

5288. When you are receiving cloth, you take into account the state of the atmosphere with regard to the weight of the cloth?—Yes.

5289. And you would make some allowance in your account?—Yes; because I know that every individual piece will vary.

5290. Sir *Charles Napier.*] Did you ever hear of a mercantile man refusing nine bales of goods which were agreeable to the pattern, because one was not agreeable to it?—Never in my life.

5291. Mr. *T. G. Baring.*] Did you ever know of an instance in which a Government department did so?—Not till now.

5292. Where did you hear that that had been done?—In this room.

5293. Is there not a difference between saying that it is done, and that you have the power of doing it?—Of course there is.

5294. Viscount *Duncan.*] Did I understand you to say that it was more difficult now to execute orders for uniform cloth than it was formerly?—It is.

5295. If it is more difficult now, I conclude you would have to increase the price?—I presume so, because there is more risk.

5296. When Messrs. Hebbert & Co. were about to enter into this contract for the Government, did you state to them it would be more difficult to execute orders than it was formerly?—I think they are sufficiently practical men to know that as well as myself.

5297. You did not think it your duty to write to them that it would be more difficult to execute these orders now than it was formerly?—I do not think I did.

5298. Lord *Claud Hamilton.*] Was any of the cloth rejected in consequence of your having sent it up 37 inches instead of 36?—I believe it was rejected as being deficient in weight.

5299. Viscount *Duncan.*] Did the parties whom you employed to execute the orders use their utmost diligence in trying to execute it?—They did.

5300. And yet they failed?—Yes; from circumstances over which they had no control.

5301. Was it, in your opinion, impossible to execute these orders within the time specified?—I am satisfied they could not execute them sooner than they did. There was a severe frost at the time, and it suspended their operations.

5302. At the time of Messrs. Hebbert & Co.'s entering into the contract to supply cloth within two months, did you think it your duty to represent to them that it was impossible to do it within the time specified?—I not only thought so, but I did so. They were anxious to be within time, and they urged me by every post to be up to the pattern, and time, and everything else.

5303. Are you not aware that the point of time is an important element with the Government in making a contract?—I am not aware, but they ought to give sufficient time to have the things made.

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5304. When the party is anxious to have the contract executed more quickly than usual, is it customary to pay an increased price?—In the general trade you can get your supplies from the market, because they are always made in anticipation; but for army goods there are no stores, and you cannot hasten the supply.

5305. In your own opinion the army goods trade is a bad trade?—Yes, and it has always been considered so.

5306. The contracts for the army would probably be entered into at higher prices than other contracts?—Under some circumstances, but not as a general rule.

5307. Under what circumstances would it be higher?—Some men get them who have not had sufficient experience, and they take the contracts low. There has been an impression that the army trade was a wonderfully good business, and after going into it people have found out their mistake, and left it.

5308. Is it a fact that many people have been anxious to get into the army trade, supposing it to be a good business?—Many.

5309. Do you think that is a correct impression?—In point of fact, I would rather be in the general trade than the army trade, if I were not under an engagement with Messrs. Hebbert & Co.

5310. Mr. *Philips.*] Why?—Because more profit is made in the general business.

5311. Lord *Claud Hamilton.*] Have you any objection to state whether Messrs. Hebbert & Co. authorised you to give an increased price to the manufacturers?—They did.

5312. Can you state how much?—I will read to you a letter which I received from them in April last, which will explain that matter. "Sir,—Our late letter covering the ugly reply of the Admiralty to our memorial, and the letter of last evening instructing you to proceed in manufacturing the cloths for expected requisitions, will have drawn your attention to the state of that large and unfortunate contract. It is clear that we must not fail in any respect in our future deliveries, and it will require all your talents, your energy, and your care that we do not. Fines and rejections may be to an alarming extent, still we are compelled to proceed; and if you should, on fair trial, find it impossible to satisfy yourself that the goods manufacturing on our agreement with the manufacturing parties cannot be delivered in quality, colour, and condition to ensure approval, it may be for us to consider, after your further trial and report, whether any and how small an advance on their present prices would secure this certainty." That is, to make according to the pattern.

5313. Mr. *T. G. Baring.*] Where do you find that expression, "according to the pattern"?—That is my reading of the letter.

5314. Viscount *Duncan.*] Did you find it impossible to get the original contract executed at the original price?—Not at all; we paid the original price.

5315. But, so far as I understand, you were requested to pay an increased price?—We were not required to pay an increased price. I believe it was a suggestion of my own; I saw that there was a difficulty in passing the goods, which I considered were fully equal to the pattern, and to avoid the eternal misery connected with this order, I suggested a higher price, in order to insure a better article, and, if necessary, I would stand the loss myself.

5316. Did the larger price command a superior article?—It is yet to be proved; we are making them.

5317. Did you feel it your duty to recommend them to give an increased price for a superior article?—Yes.

5318. General *Codrington.*] What is the object of what is called "pressing"?—Before a piece of cloth is pressed, it is what we call rough dry, and it requires pressing to make it feel firm, and in a proper condition for making up.

5319. Is it merely a surface business?—Surface business.

5320. In the wear that goes off?—Yes. It makes it better in appearance; it does not alter the quality of the cloth at all, and it is merely a surface finish.

5321. I think you say you know what takes place in the trade generally; with regard to a supply to private customers in the trade, supposing cloth is not quite up to the mark, there are means, by a deduction, of accommodating the difference betwen the tradesman and the customer?—Yes, that is often done.

5322. You can find a different market for the inferior goods?—Yes.

5323. Would it not be a disadvantage to apply that to a Government contract,

tract, when the goods are required to supply the soldier up to a particular pattern?—It would be bad policy to buy inferior goods at a low price.

5324. And it would not be just to the soldier?—No.

5325. Consequently the Government are on different terms to a private customer?—So far as that is concerned, I admit they are.

5326. Mr. *Philips.*] Is it possible always to send in these goods even to a manufacturer precisely the same?—Certainly not.

5327. General *Codrington.*] I wish to ask you a question with regard to your general knowledge of the trade. In manufacturing white kersey, is it necessary that chalk should be used at all in the manufacture of the cloth?—It is simply used after a stain has been removed to whiten the cloth; it does not deteriorate the quality of the cloth.

5328. I understand you to say it is not necessary, in the substantial manufacture of the cloth, to use chalk?—No, nor is it used; it is to remove the stains.

5329. You say you did not receive the white kerseys?—I did not see them.

5330. From your knowledge of the trade, if you saw chalk or whitening on cloth supplied to you, should you consider it objectionable?—Not at all, any more than I should a dirty shirt objectionable which might be restored to its original appearance by washing.

5331. The chalk, you say, is used to take out the stain?—No, the stains are taken out, and then there is a little discolouration, which is removed by the chalk.

5332. Are those stains a necessary consequence of the manufacture?—I never knew goods manufactured without stains, more or less, because, if you have a number of hands, you cannot tell that you may not have some careless workers who may spoil your goods.

5333. Do you consider stains which must be removed by a chemical mixture, and subsequently cleaned with chalk, any disadvantage to the cloth?—Not at all.

5334. Supposing in a piece you had to cut out two yards for a soldier's coat which had no stains, and two yards which had been stained, which would be the best?—If cleverly managed, I should defy you to find out which had been cleaned.

5335. The moment the chalk was taken away you could find it out?—The presence of chalk would be detected by beating; it might be a slight eyesore, but it cannot be prevented.

5336. How many stains do you generally find in a piece?—I cannot say; sometimes little things go wrong, and we try to ascertain the cause; but these stains are things over which the manufacturers have no control.

5337. Mr. *T. G. Baring.*] Will you explain how these stains make their appearance?—When a piece of cloth is stoved, if you lay it down on the table where there is any dust or dirt, it sticks to the cloth and discolours it.

5338. Can you tell me how the iron-moulds make their appearance in the kersey?—When the wool is being scribbled, if a tooth of the card comes out and gets into the cloth, it will show where it has been; and this is removed by salts of lemon and chalk.

5339. If iron-mould is removed by the application of salts of lemon, it would not appear at all?—Yes, it would, slightly.

5340. I understand you to say it all arises from the carelessness of the workmen or defect in the machinery?—It is not defect in the machinery, because you cannot expect machinery to last for ever, and these little matters will occur in spite of all your exertions to prevent them.

5341. Supposing that the stains are very frequent or very bad, would it not arise either from carelessness on the part of the workmen or defect in the machinery?—There may be a little defect in the machinery, but you could not pretend to clothe your machines afresh every day; you must give up business if you attempt to do that.

5342. Did you see the cloth that was rejected?—I have not seen the kerseys; I am merely giving you my opinion.

Martis, 21° *die Julii*, 1857.

MEMBERS PRESENT.

Colonel Boldero.	Mr. Jackson.
Mr. T. G. Baring.	Mr. Liddell.
General Codrington.	Sir Charles Napier.
Mr. Corry.	Mr. Newdegate.
Viscount Duncan.	Lord Clarence Paget.
Colonel Gilpin.	Mr. Brown Westhead.
Lord Claud Hamilton.	

COLONEL BOLDERO, IN THE CHAIR.

Mr. *Arthur Crocker*, called in; and further Examined.

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5343. Mr. *T. G. Baring.*] IN the examination of a witness before this Committee, Colonel Wetherall, he stated, in answer to Question 2803, "The firm of Hebbert & Co. had reason to believe, and they will give their reasons, no doubt, when they are examined, whilst they had the most implicit confidence in any Board of Officers, that an undue influence was exercised by a subordinate in the Survey Department." And in answer to Question 2806, the witness stated that he had heard it in Messrs. Hebbert's office; and in answer to Question 2807, he states that he heard it from Mr. Crocker; are you the person that he referred to?—I believe I am.

5344. In answer to Question 2861 the witness stated, in answer to Sir Charles Napier's question, "Why do you call that undue influence?—I have told you that, from the mouths of other people; I have heard that they believe that he exercises an undue influence; it would be for those parties to give their reasons for so believing." In another part of his evidence he states that the subordinate to whom he refers was Thomas Smith, foreman of marine stores. I ask you this; whether the account given by Colonel Wetherall, that he heard this from you, is correct, and whether you can state the reasons which induced you to give him that impression? I do not suppose that Colonel Wetherall intended to say that he formed the whole of his opinion upon what I stated to him. I certainly have mentioned certain things to him which might lead him to form his opinion, but not the whole of his opinion.

5345. Will you inform the Committee what reasons you have for believing that Thomas Smith exercises an undue influence upon the committee of inspecting Officers?—In one instance, I consider the way in which he puts forward the cloths, and the way in which he measures them, and lays them before the Board of Officers, to be to a certain extent partial; that is to say, he brings forward the light pieces in preference to the heavy pieces, if there are any to be found.

5346. Will you inform the Committee whether you state that from your own personal knowledge of what takes place at the inspection?—I have had it from Mr. Smith myself. He has told me that it is his bounden duty to find every fault that he can with the supplies, and that if there is a light piece of cloth, it is his duty to put it before the Board in preference to anything else.

5347. When you state that he has told you it is his duty to put a light piece of cloth before the Board in preference to anything else, do you mean that he selects the light piece, and puts it on the table for examination?—He has done it, I know, in one instance. I went down to the inspection on the 13th of February, and the pieces that he brought forward were the light pieces.

5348. Were you present while the committee of Officers were inspecting the goods on that day?—I was not; I was down at Deptford. I was not allowed to come in during the inspection.

5349. Can you state, of your own knowledge, that he has the power of selecting a particular piece, and bringing it before them?—He has the power.

5350. What do you mean, by your own knowledge; have you seen him do it?—When there are from 300 to 500 pieces of cloth lying in the warehouse to be inspected,

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inspected, he tells me that it is his bounden duty to bring forward the cloths that are light, and that have any imperfection, in preference to any of the cloths that are correct.

5351. The whole of your impression which you have conveyed to Colonel Wetherall consists in your recollection of what Mr. Smith himself has told you?—Yes.

5352. You know nothing but what you understood from conversations which have taken place between you and Mr. Smith?—Another thing he does with our cloths, which I consider never was required of another contractor, nor asked of them; that is, if a piece of cloth were sent in as 36 yards, and we charged it as 36 yards, it ought also to measure 36 inches, that is to say, 37 yards; besides that, there is always a half or three-quarters of a yard of fag-end of that cloth, and he says he wants the weight for that as well as of the 37 yards. I am quite certain that it was never required of any contractor before. I consider that a partial manner of laying our supplies before the officers, adding three-quarters of a yard on to the cloth as the fag-end, and requiring the weight, though he will not let us charge the measurement of that cloth.

5353. Sir *Charles Napier.*] He wants the weight for the fag-end?—Yes; though he will not allow us to charge it in the invoice; it is 36 yards 36 inches of cloth, and it also measures about half a yard or three-quarters of a yard more; he wants the weight for that three-quarters of a yard, though we only charged for 36 yards; a pound and about two ounces more weight than we intend to give or contracted to give.

5354. Mr. *T. G. Baring.*] What particular delivery of cloth does that refer to?—To the first delivery; that was his instruction to me.

5355. What class of cloth?—Red cloth.

5356. Mr. *Newdegate.*] Did you say that those were his instructions to you?—Yes; his instructions of what he would require after we had made the delivery.

5357. Mr. *T. G. Baring.*] With respect to this undue influence, do you mean to make any statement of your impression that he is corruptly influenced in any way as to the inspections?—I do not intend to make that statement at all.

5358. You do not intend to convey any impression or belief that he was corruptly influenced as against Messrs. Hebbert?—Not further than this; I do not believe that he ever required it of any other contractor before Messrs. Hebbert & Co.; I distinctly believe that.

5359. Are you aware of what the process of inspection and measuring was under former contracts of your own personal knowledge?—I have heard of cloths that have been delivered at Deptford before we entered into the contract.

5360. Are you aware, of your own knowledge, of the manner in which cloths were formerly weighed and measured by Mr. Smith?—I cannot say that I know exactly the way in which he measured them; but I fancy it would have come to our ears before now if the cloths were measured in a way that is not practised in any trade, nor in any department that I know of, otherwise than at Deptford.

5361. You do not say that a change has taken place from your own personal knowledge; you said that you believed a change was made unfair to the goods; I wish to know whether, of your own knowledge, you know that there has been any change in the system of measuring?—This one particular leads me to believe so; when I went down to Deptford I went into his store, and he showed me a lot of tickets, that is to say, samples cut off from the former contractors' supplies; and he said he had the tickets of all the contractors' cloths for the last 11 years; he showed me a lot of kersey tickets, samples with 30½ yards upon them, and I consider from that, that he had allowed that contractor to charge 30½ yards for his kerseys, whereas he had only allowed us to charge 30 yards, and he would weigh for 30½.

5362. How do you know that?—He told me himself that he knew the usual allowance on each piece made by the manufacturer to the factor; and they intended to have it, and they would not be content without it.

5363. Can you say, of your own knowledge, that you were only allowed 30 yards for kerseys?—We marked them 30½, and he would not allow it to us.

5364. What kerseys do you refer to?—Those delivered on the 13th of February, or inspected on that date.

5365. With respect to the red cloth, and other goods which were delivered from

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your manufacturers to your factory at Leeds, it has been stated by Mr. Addyman in evidence, at Question 5045, and also by Mr. Clarkson, Mr. Wright, and Mr. Walker, at Questions 4051, 4691, and 4770, that those cloths are weighed, measured, and perched before they are accepted by Mr. Addyman; I ask you what course do you take to satisfy yourself that the kersey supplied by Messrs. Turner & Company is equal to the pattern; is it when the article comes to your manufactory, measured and perched, before it is sent in to the marine store for examination?—It is sent to Pall-mall East; we do not perch them, but we examine them and weigh them; we weigh a bale and about 10 per cent. of the goods before we send them down, to satisfy ourselves, and sample them with the pattern.

5366. Do you weigh the whole of the goods?—No.

5367. Do you open all the bales?—Not in every instance.

5368. How many bales do you open?—I cannot speak exactly as to the number of bales that we did open on that occasion, but our foreman can; I know that we always open about 10 per cent.

5369. Mr. *Newdegate.*] You state that you examine about 10 per cent., but supposing you suspected that your supply was not according to order, you would examine further?—Yes.

5370. Have you examined further in any instances?—Yes; we have been over the whole of the kerseys since they were returned from Deptford.

5371. Supposing that you found a part deficient, should you return the whole, or should you return a part?—Only a part.

5372. Mr. *T. G. Baring.*] If that is the case, how was it that you returned the whole of those kerseys to the manufacturer?—Because they would not be received at Deptford; we had made certain arrangements with Messrs. Turner & Son to help us in the responsibility with this contract regarding the kerseys; he certainly remonstrated, and that very strongly, against taking them back at all, but he has taken the cloth back at last.

5373. Sir *Charles Napier.*] Only those that were not agreeable to pattern?—No; the whole of the kerseys.

5374. Because they were not agreeable to the pattern?—We think, and he does, that they are equal to the pattern, but we cannot pass them, therefore he has taken them back.

5375. Did he agree to take them back if they did not pass?—To a certain extent.

5376. Did he agree with Messrs. Hebbert to take back the kerseys if they were not received?—If he had insisted on saying that he would not take them back, we could not have made him.

5377. When they were ordered by Messrs. Hebbert, were the conditions these, that he should take them back if they were not received?—We told him to make them to pattern.

5378. I ask you, when you agreed with Messrs. Turner to make this kersey, was it understood between you, if it did not pass the surveying officer, they must take it back again?—They did agree.

5379. You have stated that Mr. Smith brings forward the light cloth to be examined; do not you think that it is his duty to bring it before the Board to be examined?—Not in a supply of 500 pieces; I do not think it is his duty to lay the light pieces before the officers to judge our cloths by them; by samples cut off them.

5380. Why should he bring forward pieces that are agreeable to the pattern; he wanted to see whether there are any light pieces?—He allows the officers to form an improper opinion on the supply if they only see the faults, and do not see the cloths that are really correct; if the faults are only shown, they say it is all faulty.

5381. Do you mean to say that Mr. Smith is more rigid with Messrs. Hebbert than with any other contractor?—That is my opinion.

5382. Mr. *Newdegate.*] You state that you think it unfair that Mr. Smith should produce, for the inspection of the officers, only the light goods; do you mean by that, that it is not his duty to submit the light goods for inspection, or that it is not his duty to lay them before the officers in preference to the heavy goods, or do you mean that you consider that he exceeds his duty by producing the light goods only, without showing the officers that there are also heavy goods?—Certainly; he has it in his power to lay the light goods before the officers; they

do

do not go through the whole of the supplies, that I am aware of; they take the average of the first pieces thrown before them.

5383. Therefore the production of the light goods does not lead to a further examination of the rest?—No.

5384. You are speaking from what you believe to have taken place; were you present?—No; I was present after the inspection, and I saw Colonel Fleming after the inspection took place.

5385. Did he inform you that this had occurred?—He said that the whole of our goods were light.

5386. How do you know that the light only had been submitted to the Board?—The greater portion of the light goods were opened and sampled; the goods we received back having only samples cut off those goods, whereas the heavy goods were not sampled.

5387. That is how you know that the heavy goods were not sampled?—To a certain extent it is.

5388. Is it not the practice with the Board to reject the whole quantity if any part is light?—I understand that it is so; we were not aware of it when we signed the contract.

5389. Is that a novel practice?—It is more strictly enforced since December 1856.

5390. Were you aware of that system of rejecting the whole of the goods if a part was faulty, when this last contract was entered into?—The only way in which I have formed that opinion has been this; Colonel Fleming told me at the time that he had orders from the Adjutant-general to be more strict in future; he distinctly told me so; he said it was more than his commission was worth to deviate in any particular from the written instructions which he had received from the Adjutant-general.

5391. Your answer then depends upon the information given you by Colonel Fleming?—Yes.

5392. Mr. *T. G. Baring.*] With respect to the evidence that you have given, according to the best of your belief, the lightest cloths were selected by Mr. Smith for sample and for examination on the 13th February; are you aware that Mr. Smith, in his evidence before this Committee, has stated as follows, in answer to Question 3037: "If you find cloth deficient in weight, what do you do with it?—I still go on weighing it; but in the instance I am speaking of I did go on sampling it, because I thought it unfair to the contractor of the cloths to cut a piece out of each, as they would not be so saleable in the market afterwards, if they were rejected. I went to the store, and pointed out the cloths which were very light, as I thought it would be necessary to write a letter to the firm, in order that they might be in a position to telegraph immediately, or to write to the manufacturer to stop his making any more cloths so light. That was done, and the following day Mr. Crocker came down." That is in direct contradiction to what you have stated as to the light cloths being picked out. Mr. Smith states that the lightest of all the cloths were not sampled, but the heavier cloths were sampled?—I think there were about 4,000 yards sent down, and from our inspection of those cloths, after they came back, we found out that the lighter cloths were sampled.

5393. Have you weighed all those cloths; each piece?—Yes.

5394. Can you give the Committee a list of the numbers of each of those cloths, with the weights?—Yes, we can do that.

5395. I believe it has been stated by Mr. Bischoff that the tender for this contract was made rather low; were you consulted before the prices were sent in?—Yes.

5396. Do you agree in that statement of Mr. Bischoff?—Yes, they were low prices; low profits.

5397. For instance, I think, after consulting Mr. Addyman, you took a certain price for the goods to be made up at Leeds; you then added certain other prices for the goods you bought in London to make up the different articles, and then added a fair profit for yourselves?—We added a low profit; not a profit that would satisfy us on any other occasion, but when we took this Marine contract.

5398. I will refer to the tender of your prices, in Appendix 16.* I find in the materials for privates' tunics, you contracted to furnish materials for the privates' tunics at 16 *s.* 3 *d.*; jackets at 5 *s.* 5½ *d.*; trousers at 7 *s.* 0½ *d.* I find that you contracted to deliver those articles made up at 17 *s.* 4 *d.* for tunics; 5 *s.* 7 *d.* for jackets;

* *Vide* App. No. 6, p. 611.

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jackets; 7 *s.* 3 *d.* for trousers. I find the difference between the goods and the materials made up, in the case of the tunics, 1 *s.* 1 *d.*; jackets 1½ *d.*; and trousers 2 *d.*; and on referring to Question 2048, in which you were asked relative to the prices paid for the making up of Artillery tunics, jackets, and trousers, you stated that the prices which were assumed by the Government as proper prices, were 3 *s.* for making up the tunics; 2 *s.* for making up the jackets; and 1 *s.* 3 *d.* for making up the trousers. You also stated that the clothing could not be made up for those prices; how do you account for taking so low a figure as that mentioned, considering the charge you had to pay to the makers-up of those goods?—The Admiralty allows the master tailor a very large excess of every material more than we actually put in a coat; more than any clothier puts in a coat; we will save certainly 15 to 20 per cent. on all the materials that is allowed to the master tailor to make up the clothing in materials.

5399. Mr. *Newdegate.*] By that answer, do you mean that more than the ordinary trade allowance of excess for turning in and so forth, is allowed to the master tailor?—Yes; and as an illustration, I think it is a yard and a half for a coat that they allow to the master tailor.

5400. How much more than the usual trade allowance for a coat is that?—That is, as nearly as possible, 15 per cent.

5401. *Chairman.*] There is some little inconsistency in the evidence; you say that you send a piece of cloth in 36 yards long, and 1 yard extra agreeable to contract?—Yes.

5402. You say that you have three-quarters of a yard of fag-end?—Yes.

5403. A witness on the last day had this question put to him, at Question 5269, "Is it not the custom to have what is called a fag-end, of from one-half to three-quarters of a yard?" His answer was, "Not in the army trade, but in the general trade it is." Then comes Question 5270, "There was no allowance made in this cloth for fag-ends?" To which he answered, "No." That is the answer of the witness. Now, I put this question direct to you; is there a fag-end in the cloths that you send in over a yard?—Certainly, in every instance, excepting that we did alter a few pieces of cloth at Mr. Smith's suggestion, because he said, that if we did not alter them he would.

5404. Have the Admiralty, in making up clothing for the Marines, had one yard and three-quarters over and above the 36 yards?—A yard and a half to a yard and three-quarters.

5405. The master tailor, who has the cutting of the cloths, has that additional quantity?—Yes.

5406. Which you have not when you make the clothes yourselves?—I can hardly answer the question in that manner.

5407. Have you not paid for it?—Yes.

5408. But it is not given to you?—We do not charge for it.

5409. Do you send the bales of goods direct from the manufactory to Deptford, without their passing through your office in London?—Never, in any instance.

5410. You inspect 10 per cent. of the bales of goods?—In this instance of the kerseys.

5411. If you find 10 per cent. of the bales are correct you send in the whole supply?—In this instance; the kerseys I speak of only; we should never do so again. We should never allow any kerseys to go down to Deptford without inspecting them most minutely; in this instance, I believe, we did not open all the bales.

5412. How long has Turner & Company supplied you with kerseys?—For many years.

5413. You naturally, then, had confidence in them, that they would not send you an inferior article?—Certainly.

5414. Viscount *Duncan.*] In this instance of which you are speaking (I believe it is relative to the inspection on the 13th of February), was the whole of the kersey weighed and examined subsequently to its rejection at Deptford?—I think I referred before to Mr. Biden, who can tell you more particularly about it. We should not generally examine the whole of them.

5415. Subsequently to its rejection at Deptford did you examine it?—We examined the whole of them.

5416. Subsequently to the rejection at Deptford, on the examination of the whole of them, did you find that, in point of weight of materials, and every other

other point, there was none that was defective?—There very few defective; the only way in which we could account for the defects was this: The kerseys are made for 30 yards; it is always sold for 30 yards, but it measures 30 yards and three-quarters; if it measured 30 yards and a half, it is sold for 30 yards. At Deptford they measure it, and if it is 30 and three-quarters, they want the weight for the three-quarters of a yard, and that makes our goods light.

5417. On re-inspection, did you say that you found a few bales defective?—Some few pieces.

5418. About how many?—I can hardly state that, but nothing that we should have taken any notice of.

5419. Subsequently to that, did you say that you returned those goods to Messrs. Turner?—Yes, after a great deal of remonstrance from them; at least, a remonstrance from ourselves that he should take them back.

5420. Was that kersey all weighed and inspected previous to being sent to Deptford?—Not the whole of it by us; it was by Messrs. Turner & Son.

5421. How much of it was weighed?—I should think about 10 per cent.

5422. Are you always in the habit of weighing 10 per cent. of the goods that are sent to Deptford?—Only in the instance of those kerseys; it is a solitary case.

5423. Why, in the instance of the kerseys, if you were not in the habit of weighing 10 per cent. of the goods, did you weigh 10 per cent. of those goods?—Because Messrs. Turner & Son, as I have already stated, were in some measure responsible that they should be equal to the pattern, and he states that they were equal to the pattern.

5424. What was your reason, in that particular instance, for weighing 10 per cent. of the goods if you were not generally in the habit of doing so?—Notwithstanding a statement of that sort, we should always look at our goods; we should not be so foolish as not to have some idea of our goods in sample and pattern.

5425. Do you think that, by weighing and inspecting 10 per cent. of the goods, you can arrive accurately at the point as to whether those goods are deficient or not?—No, I should say not.

5426. You could not arrive at that point by merely weighing 10 per cent. of the goods?—Certainly not.

5427. Therefore, in that particular instance, it appears that you did not weigh enough of the goods, according to your own showing?—But we weighed them when they came back.

5428. But you did not weigh them before they went down to Deptford?—Not every piece.

5429. Mr. *T. G. Baring.*] Is it not the case that those pieces of kersey were not rejected for want of weight?—They were rejected for weight and quality; I refer to the inspection of February the 13th.

5430. Viscount *Duncan.*] I understand you to say that you object to Mr. Smith selecting the light and faulty pieces of the goods; do not you think it was his duty to select the faulty pieces, and to show them to the Board of Inspection, inasmuch as it is their duty to take care that every piece is up to the weight and quality?—I consider this, that if we had known that Smith had the power to have acted as he has done, we certainly should never have trusted our property in such hands.

5431. You say that, if you had known that Smith had the power to have acted as he has done; will you have the goodness to explain in what way you charge Smith with acting unjustly?—I think I have stated before that, if a man chooses, with such things as pieces of woollen goods, he can find fault, however superior they are, and the more clever that man is in his trade, the more fault he can find; I do not care how they are made, he can always find faults in comparison with the sealed pattern; he has it in his power to lay pieces before the Board of Officers, and to point out faults, and the more he knows about it, the better he can prejudice our goods before them.

5432. Are you not bound by your contract to supply all the bales of goods of equal weight and quality to the pattern?—Of an average weight.

5433. Supposing that one piece of goods was heavy and another piece of goods was light, when those two pieces of goods came to be cut up for coats for the soldier, would not the soldier, in the case of the light piece of goods, be treated unfairly in not having his coat from the same weight and quality of cloth as the others?—

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others?—Not at all; with such a small deficiency as there was, of half an ounce per yard, it is not perceptible.

5434. Had Messrs. Hebbert ever contracted for Marine clothing before?—No.

5435. Had you ever been concerned in the inspection of goods at Deptford previous to the present year?—Yes; we supplied some forage caps, and, I think, necessaries, under a contract with the Admiralty.

5436. With the exception of forage caps and necessaries, have you ever been concerned with the inspection of goods at Deptford?—Not at the Marine department there; we have sent in goods to the Victualling Yard, but not to the Marine stores.

5437. Has your attention been minutely turned to the system of inspection that has been pursued at Deptford for several years past?—Yes, we were always aware of what system of inspection was pursued there.

5438. And do you, then, adhere to your statement, that the system of inspection pursued at present is much more severe than it used to be?—Certainly.

5439. When did the system of inspection alter at Deptford?—Colonel Fleming informed me that they had fresh instructions sent down to them in December. He read me a letter, the purport of which I do not remember, but he explained to me most particularly, that he could not deviate, and that he could not pass any goods unless he could conscientiously and truly say, that he did not see a difference; I believe those were the words.

5440. Did Colonel Fleming read that letter to you previously, or subsequently to the rejection of those goods?—Subsequently, in explanation to my remonstrance with him.

5441. At what period was that?—On the same day as the inspection.

5442. On the 13th of February?—Yes.

5443. Mr. *Liddell.*] Your complaint as I understand against Mr. Smith is, that he examined only light pieces; when you furnished the supply, were you yourselves aware of the existence in that supply, in the aggregate I mean, of certain light pieces?—We knew that a certain proportion of the pieces were light; a small proportion, but on the average it would be proper weight.

5444. Will you tell me how you were aware of the existence of those light pieces?—We weighed the cloths.

5445. I will take the reverse of your statement, and put it to you as a man of sense and justice; supposing that a portion of those light pieces had been made up and taken into wear, and that a soldier or sailor complained that his coat had not worn as well as it ought to have done, and it was traced home to the passing by the Government inspector of light pieces, do you think that that man would not be properly responsible to the head of the department for having passed them without calling the attention of the Board to them?—When we speak of light pieces in this instance, we do not mean 5 or 10 per cent.; we mean one and half per cent., which is made up in the next piece, a difference that is not perceptible at all.

5446. But then, as I understand it, you are regulated by the aggregate weight of the supply, not by the individual weight; supposing that a supply consists of 30 pieces, and upon weighing them you find the aggregate weight to come up to the terms of the contract, do you consider that you have then done your duty?—So that no pieces are extraordinarily light; if it is only half an ounce a yard light in one piece, or a quarter of an ounce, we do not think anything about that.

5447. I will refer you to the evidence of your own inspector. At Question 5045, Lord Duncan asked him, "Explain to the Committee the nature of the inspection to which these goods are submitted when they are brought into your stores?" Mr. Addyman, a most intelligent witness, answered thus: "The goods are brought in in the balk state, and to test the accuracy of the length, we hang them upon tenters, to make them thoroughly dry. When they are still warm we weigh them and measure them, and take the width; and if they are all right, we take them into store, and, by finishing them and dyeing them, make them fit for the service." I ask you whether, with your knowledge of that rigid inspection being carried on by your own inspector, coupled with the confidence that you have, very justly and properly, in his integrity, you consider that that inspection is sufficient to justify you in passing goods to the Government, without further examination

examination of your own?—Not in every particular. We consider that we know more in London, having been engaged in contracting with the Government, regarding the finish that the cloth should have, than they do down at Leeds.

5448. We are now rather upon the question, not so much of finish as of actual quality; do you not consider that that inspection which you force your own agent to impose upon the goods, is sufficient to justify you in passing those goods into the Government stores?—Certainly it is quite so.

5449. That is your practice, and that is the fact?—It is not the practice, because we inspect every piece of cloth that comes to our warehouse in London. We allow him to judge of the quality when he has the goods in a rough state, as he can judge better of them; and then, when afterwards he has finished the goods, he sends them to London, and we inspect and measure them, and report to him about the finish.

5450. You pass a judgment upon the finish and the quality?—Yes, upon the finish and quality.

5451. You leave it to your agent at Leeds to judge of the quality of the materials?—Yes, especially. We judge ourselves as well; but he has a better opportunity of judging when the cloth is rough, before it is finished.

5452. So that, in fact, you subject the cloth to a double inspection?—Certainly.

5453. When you talk of fag-ends, are the Committee to understand you, that that part of the piece which you call the fag-end, is precisely similar in colour, quality, and finish to the rest of the piece?—Every piece of cloth has an uneven end to it.

5454. Something like a selvage?—Yes. We never measure close up to it, but within a half or three-quarters of a yard of it.

5455. But then, are the Committee to understand that, supposing a piece was cut off from the fag-end, and subjected to test, you would not consider that as a fair test of the piece?—Certainly not; when it is cut close out of the very last threads of the piece, as many of our samples were.

5456. When we are told that it is to save the contractor the damage that this piece would receive from being cut out from the centre, and that, in order to save that damage, they prefer cutting a piece from the fag-end; you maintain that that fag-end is not a fair criterion of the quality of the rest of the piece?—Not when it is cut off close into the selvage, the selvage forming a part of that pattern not bigger than three inches by one.

5457. Would it not be less in the fag-end; the colours would be very apt to have run a little, and not to be so thoroughly well dyed?—No; I do not know that that would occur.

5458. General *Codrington.*] Is not the very object of the Government inspection to find out whether defects exist?—Yes, certainly.

5459. If you find fault with this power of influence in Mr. Smith, is there not the same power of influence in any persons skilled in the trade?—Yes.

5460. With regard to those instructions, as you have termed them, that were given you by Mr. Smith, did he mention them to you openly, as if it was his public duty?—In answer to questions that I had put to him, he said, he must do it.

5461. He mentioned this to you openly as his public duty?—Yes.

5462. Why do you call that undue influence?—Because I know that he lays the faults of our supplies before the officers; that is, in preference to the better parts of our supplies.

5463. If he considers it, and has stated to you openly that it is his public duty, why, I again ask you, do you term that undue influence?—It is undue influence in this way: When we signed the contract, we did not know that Mr. Smith was the inspector. He is not an inspector, and he has no business, according to our idea, to inspect our goods.

5464. Did you understand that it was his public duty, as he described to you, to lay those pieces of cloth before the Board?—I challenged him on one occasion about it, and he stated on that occasion that he was not an inspector.

5465. I think you agree that it was his public duty to do so?—Not without a reference to the other part of the supply. It is not his public duty to say that there is a fault, without such reference.

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5466. I am referring to what he told you was his public duty?—Yes, to a certain extent; but it is also his public duty to report what we have delivered that is good.

5467. He spoke to you as if it was his public duty; I ask you, is it not the duty of the inspecting officer to find out faults?—It is, and to report them in conjunction with the other parts of the supplies.

5468. Two cases being mentioned of public duty, Mr. Smith's being a public duty, and the Board's being a public duty to find out faults; why do you term that undue influence?—It is my opinion that it is undue influence.

5469. Mr. *Newdegate.*] Is it possible to produce an exact similarity in the weight of any considerable number of pieces of cloth?—No, it is not.

5470. You have a price given, and it is a question of what extent of perfection can be attained under that price?—Yes.

5471. And therefore the test must be adapted to the price given in deciding what amount of excellency shall be required?—I consider that no price will command every piece of cloth to be an exact weight per yard.

5472. Then the excellency of the cloth is a question of degree?—Yes, if you measure that excellency by the weight.

5473. Sir *Charles Napier.*] You say that you do not open all the bales when you receive them. Did you open them after they were returned upon your hands?—I was speaking then of the kersey.

5474. Did you open them after they were returned upon your hands?—Yes, we did.

5475. What you sent back to Mr. Turner he took from you?—Yes.

5476. Why did you send in light pieces at all?—We have done so on all other occasions, and it is no detriment to the supply to have a few pieces a little under weight, if it is made up by heavier pieces.

5477. Supposing that Mr. Smith had passed your goods, would you have thought that he had done his duty in doing so?—He ought to have done it.

5478. Supposing he had passed them, light weights and all, would you have thought that he had neglected his duty?—I should think not; what he would think I do not know.

5479. Supposing that Mr. Smith had passed the goods of Messrs. Hebbert, whether they were light or not, would you have thought that Mr. Smith had neglected his duty or not, or would you have thought that he was favouring Messrs. Hebbert or not?—Certainly not; if they had been all light he would have favoured us.

5480. If a few were light, you do not think that he would have favoured them at all?—Certainly not.

5481. *Chairman.*] One answer that you have given was this: "I do not think that you are justified in allowing Mr. Smith to inspect the goods." Surely the Admiralty are entitled to appoint any one they like to inspect the goods; it is another question whether he is a competent judge or an incompetent judge; but you will not deny the fact that the Admiralty have a right to appoint whoever they please to inspect the goods?—We have always understood that the inspectors at Deptford was a Board of Marine commissioned officers, and only those.

5482. Mr. *T. G. Baring.*] Did you look at the contract to see?—I am aware of the words of the contract.

5483. These are the words: "Conformable in every respect and nowise inferior to the patterns of the said commissioners, and such as shall be approved of by the proper receiving officers, or of the officers who shall be appointed to survey the same, as in every respect good and fit for Her Majesty's service, otherwise such officers shall be at liberty to inspect the same." Does not that allow the Admiralty to appoint any one they please to examine those goods?—It certainly does.

5484. Mr. *Corry.*] With regard to imputing to Mr. Smith undue influence in the exercise of his duties, is it your meaning that you charge him with selecting faulty pieces of cloth, and laying them before the Board as specimens of the whole delivery?—I beg to correct you; I never used the words "undue influence;" they were used by Colonel Wetherall; he formed that impression from what he had heard from me; I consider it partial.

5485. Do you charge him with selecting faulty pieces, and laying those faulty pieces before the Board as specimens of the whole delivery?—I do.

5486. You do not object to his pointing out the existence of faulty pieces; but

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to his selecting them only, and submitting them to the Board as specimens?—I should not have objected to his pointing out faults if he had mentioned them with reference to other parts of the supply.

5487. General *Codrington.*] How do you know that he did not?—I judge from the light cloth cut by him.

5488. Do you know, of your own personal knowledge, that Mr. Smith does not state that some may be of full weight, and that others may be light, but he considers it his duty to point out the light; or that Mr. Smith does not say, "There are so many bales good, and so many bad"?—I can only judge from what he has said when I have conversed with him.

5489. You guess it; you do not know what happens at the inspection; or do you know what happens at the inspection by the Board of Officers?—Certainly I cannot, because I am not present.

5490. Mr. *Corry.*] Did you not say the patterns were cut off from the light pieces only?—Not only—the greater part.

5491. Viscount *Duncan.*] At Question 2806, Mr. Baring puts this question to Colonel Charles Wetherall; "You say that you have heard, by general report or otherwise, that undue influence is exercised by a subordinate in respect of the examination of cloth by the Marine Board; will you state from whom you have heard that? I have heard it in Messrs. Hebbert's office from 20 people at least. Be good enough to mention the names? I have heard from a Mr. Crocker——." My question is this, did you ever state to Colonel Charles Wetherall that you knew that Mr. Smith exercised undue influence over the Marine Board with respect to the examination of the goods?—I think I have answered that question before; I stated that Colonel Wetherall uses my name in conjunction with others, and he says "undue influence;" if you want my opinion I could give it to you; the words "undue influence" are not my words.

5492. In fact, you never did charge Mr. Smith with exercising undue influence over the Board to Colonel Wetherall?—Not in that actual sentence; certainly not.

5493. You are quite certain that you never used the words "undue influence?"—I am not quite certain.

5494. Did you use them, or did you not use them?—I think I have given in evidence already, that I consider Mr. Smith did lay our goods before the Board of Marine Officers in a very partial manner, and such as is not at all correct in any way whatever; perhaps it was from my stating that to Colonel Wetherall that he formed his judgment.

Mr. *James Downing Biden,* called in; and Examined.

Mr. *J. D. Biden.*

5495. Mr. *T. G. Baring.*] IN his examination before this Committee, Colonel Wetherall stated, in answer to Question 2803, "The firm of Hebbert & Co. had reason to believe, and they will give their reasons, no doubt, when they are examined, whilst they had the most implicit confidence in any Board of Officers, that an 'undue influence' was exercised by a subordinate in the Survey Department," and "that there are prevalent opinions of such things existing." He is asked, "You say that you have heard, by general report or otherwise, that undue influence is exercised by a subordinate in respect of the examination of cloth by the Marine Board; will you state from whom you have heard that?" He says that he had "heard it in Messrs. Hebbert's office, from 20 people at least;" and that he had "heard it from a Mr. Crocker, and Mr. Biden:" does he refer to you?—Yes.

5496. Did you tell Colonel Wetherall that undue influence was exercised by a subordinate, that subordinate being Mr. Smith?—I believe that I never made use of those words, "undue influence."

5497. Have you heard the evidence given by the last witness?—Yes.

5498. Do you agree, generally, with what has been stated by him with respect to the grounds that he has for believing that Mr. Smith does unfairly lay the goods before the officers?—I do, in a general way.

5499. Have you anything further to add?—I will mention one instance. On one occasion I saw Mr. Smith about some staff serjeant's kerseymere; he told me that it would not stand the test of his boiling process, and if he did not approve of it the Board would not pass it.

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5500. Colonel *Gilpin.*] Had he tried his boiling process at that time?—I think not. This was with regard to the kerseymere inspected on the 13th of February; that was passed, and Mr. Smith told me that if it had been subjected to his boiling process it would not have passed, but it was inspected in a hurry, and it was not subjected to this process, and it was passed; but I was told that the same quality would not pass again.

5501. Mr. *Liddell.*] What is the boiling process?—Mr. Smith has a quantity of phials (he is very clever as an experimental chemist) in which he puts some mixture, which he says is his own invention.

5502. It is not boiling process, then?—Yes; some of the mixture and a small piece of cloth are put in a phial, and put on a gas stove, and boiled till all the dye is taken out, and then he tells you what the cloth is composed of.

5503. Mr. *T. G. Baring.*] Have you any reason to believe, or is there anything that you can state to justify the expression "undue influence," further than was stated by the last witness?—I do not exactly understand the words "undue influence;" as applicable to the case; I know that Smith has the power to produce faulty light pieces, and not the others. I do not say that he does, but he has the power to do so, as he is in the store some days before the Board assembles.

5504. Is that all you have to state about it?—Yes.

5505. Sir *Charles Napier.*] Is it not Mr. Smith's duty to search out the light pieces?—Decidedly.

5506. Do you call that undue influence?—No, I call the testing the cloth an unfair process, as, I think, the contractors should have known beforehand that their cloth would be subjected to this process; there ought not to be any secret about the test; the contractors should know what this test is that is applied to their cloths.

5507. You do not call it "undue influence;" you only think that the contractor ought to be made acquainted with the process that the cloth must go through?—Decidedly.

5508. *Chairman.*] Was that system applied to the last contract?—I do not know.

5509. What is your position?—I have the general management of the manufactory, receiving cloths and delivering them.

5510. Where do you reside?—In Pimlico.

5511. Will you describe how you proceed in receiving, preparing, and making a delivery of clothing for the Royal Marines?—The bales come in from Mr. Addiman, at Leeds; I open them, and if I have time to weigh them, I weigh them; but if not, I send them to the Marine stores in Deptford as I receive them.

5512. Have you ever attended any inspections at Deptford?—Only one.

5513. Viscount *Duncan.*] Which was that?—The 25th April.

5514. *Chairman.*] Have you ever had any communication with the Marine authorities at Deptford?—No, not any communication; I have been at the storekeeper's office, and I asked his permission to go into Mr. Smith's room; I have several times seen Mr. Smith, and asked his advice, and arranged with him about the balance of the stock account, as we had a quantity of materials left at Deptford.

5515. Did he always give you his advice in a kind and friendly way?—Yes, he did so.

5516. I observe in the evidence of the Comptroller of Victualling that he states that Messrs. Hebbert & Co. had made up rejected cloths, and tendered them in made-up clothing; as you inspect all the articles that go in, is that the case?—Decidedly not.

5517. If it has been believed that you did that, is it correct or not?—It is not correct.

5518. Viscount *Duncan.*] You stated that you were present at Deptford at the inspection on the 25th?—Yes.

5519. How many years have you been in the employ of Messrs. Hebbert?—About 25 years.

5520. Who is supplying the clothing now that you were deficient in?—Messrs. Dolan & Co.

5521. Have you had any opportunity of ascertaining what the supplies were, or the prices paid for them?—I know nothing about the price paid to Messrs. Dolan. I have seen some tunics that they are making now, and I have no hesitation in saying, that if they pass the inspection of the Board of Officers at Deptford

Deptford it will be an act of great injustice to Messrs. Hebbert; they are not nearly so like the sealed pattern as the tunics they rejected of Messrs. Hebbert & Co. Mr. *J. D. Biden.* 21 July 1857.

5522. It was not in evidence that new supplies had been received from that firm?—I speak of what I have seen Messrs. Dolan making now; they are in the workpeople's hands.

5523. Mr. *Liddell.*] Do you consider that if a piece was cut out of that portion of a piece of cloth which goes by the technical term of the fag-end, that it would be a fair test of the quality, colour, and material of the rest of the piece? —Decidedly not.

5524.] The fag-end is notoriously the worst part of the cloth?—Yes; as I understand—I am not a manufacturer—the ends of cloth cannot be pressed so tight together in the loom, as the middle of the piece.

5525. No business man would pass judgment upon a piece of cloth by merely seeing the fag-end?—Decidedly not.

5526. General *Codrington.*] Would it be a good thing, for the subsequent sale of an inferior piece of cloth, if a bit was cut out of a good part?—It would interfere with the sale of the piece of cloth.

5527. Mr. *Liddell.*] The fag-end, as I understand it, is thrown in always for nothing; and it is not charged in the price that is charged for the piece of cloth? —Decidedly not.

5528. Colonel *Gilpin.*] Have you seen this cloth after it has undergone the chemical process of Mr. Smith?—I have seen several small samples of cloth, which he has shown me at times.

5529. After the experiment?—Yes; I have seen him experimentalize on pieces of cloth.

5530. What is the effect?—It extracts the dye; and you see then the groundwork of the cloth.

5531. Does it injure the groundwork of the cloth?—I cannot say; I do not know what he uses.

5532. Have you seen the cloth afterwards?—Yes; but I am no judge of unfinished cloth; he reduces it to its original state, as it would be before dying.

5533. Mr. *T. G. Baring.*] Do you know that any cloth sent in by Messrs. Hebbert & Co. has been rejected in consequence of any chemical test?—I should imagine so, as it has been rejected for colour. Mr. Smith's test extracts the colour.

5534. I will read you a Report of a Board of Officers, given in evidence at Question 2349, in answer to a statement made by Messrs. Hebbert, in these words: "We beg to remark that we consider, in justice to ourselves, some inquiry should be made as to the partial manner our supplies are laid before the Board by the Marine store receiver, by whose judgment we believe they are influenced. That the dyes of our cloths are tested by him, and rejected in consequence." That is Messrs. Hebbert's statement. I will now read the answer of the Board of Officers, consisting of Colonel Stransham, Lieutenant-colonel Fleming, Lieutenant-colonel Congdon Lieutenant and Quartermaster Wolridge, Lieutenant-colonel Hopkins, Lieutenant and Adjutant Ellis, and Lieutenant-colonel Walsh, who, I think, comprised the whole of the officers present on all occasions, with the exception of one, or at most two, and their answer is,—"The Marine store receiver has nothing whatever to do with the manner that any contractor's goods are laid before the Board. Some member of the committee (most frequently the President) indicates the particular article required to be placed on the survey table for minute examination. The Marine store receiver counts, weighs, and measures, all articles received into the store, and he is bound to inform the committee of the deficient tale, weight or measure he finds, and such deficiency is always verified by the committee. The committee is not in any way influenced by the Marine store receiver; the general inferior quality of Messrs. Hebbert & Co.'s goods is too patent to require any opinion or judgment other than that which the committee possesses. Messrs. Hebbert & Co.'s cloths have not been rejected because the dyes have been tested. Their cloths have been rejected on the broad grounds of deficient weight, measure, texture, colour and quality, as well as the concealment of damages by chalk or whitening." With respect to the dyes, have you anything to oppose to that statement made by the officers present, that no cloths were rejected in consequence of the dyes having been tested?—They were rejected on account of the colour, therefore it must have been the dye.

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5535. In consequence of any chemical test?—I infer that.

5536. Do you know anything, of your own knowledge, in opposition to what I have read from the Board of Officers as to the dye, or any other part of the statement?—Not of my own knowledge.

5537. *Chairman.*] You have had great experience in supplying the army with clothing; do you think that a body of officers who have arrived at the rank of field officers in the army, is a good and fair tribunal to inspect soldiers' cloths?—I hardly know what their duties may have been, but I should consider that a military man, who had been all his life in the habit of examining soldiers' cloths, would be a very good judge.

5538. General *Codrington.*] Is it not the object of the Government inspector to find out whether faults exist in the clothing and materials?—Yes, it ought to be.

5539. That is the positive object which is avowed?—Yes, I suppose so.

5540. Did Mr. Smith, in his conversations with you, mention that his examination of the cloth, and placing it before the inspector, was his public duty, and that to bring the defects to the notice of the Board was also his positive public duty?—No.

5541. Have you never had any conversation about it?—No; he has told me that any conversation that passed between himself and me was to be entirely private. That it was not his duty to tell me anything. He had no business to enter into conversation with me. His duty was merely to receive the goods at Deptford.

5542. You heard the conversation that the last witness mentioned he had had with Mr. Smith, in which he mentioned his public duty; no such conversation happened with you?—No.

5543. Viscount *Duncan.*] I think you stated that a body of officers were a good and fair tribunal to submit goods to for inspection?—Yes; I cannot tell what a military man's duties are, but I say that I think an officer in the army, if he has had soldiers' clothing before him to look at for a long time would be a very good judge.

5544. Equal to a practical man?—No; he would be the best judge what sort of clothing was fit for the soldier; but he would not be the best judge upon the comparative value of two pieces of cloth.

Charles Bischoff, Esq., further Examined.

C. Bischoff, Esq.

5545. *Chairman.*] HAVE you any statement to make to the Committee in explanation of your former evidence?—I wish to explain one passage; in my previous examination I said that we had not had any contracts under the Admiralty. Greenwich Hospital is to a certain extent under the Admiralty; we have had contracts for the supply of Greenwich Hospital for the last seven years, and I hold in my hand (and which, as this is a question of character, I desire to read) a certificate from the Royal Commissioners of Greenwich Hospital. It is in these words; "I am directed by the Commissioners of Greenwich Hospital to acknowledge the receipt of your application of the 13th instant, and to acquaint you that the Board have no hesitation in stating that your firm has hitherto performed its contract with them to their complete satisfaction. I am, gentlemen, your obedient servant, (signed) John W. Nicholls, Secretary."

5546. How long have you supplied the pensioners?—Seven years.

5547. Do you clothe any public companies, such as railways?—A great many; I have a list of them here. We furnish the Metropolitan Police; the City Police; also the police of Birmingham, Bristol, Carmarthen, Guildford, Canterbury, Portsmouth, Swansea, Tunbridge Wells, Berkshire, Bedfordshire, Breconshire, Cornwall, Cambridgeshire, Cumberland, Westmoreland, Devonshire, Essex, Gloucestershire, Hampshire, Hertfordshire, Herefordshire, Huntingdonshire, Kent, Norfolk, Northamptonshire, the North Riding of Yorkshire, Radnorshire, Surrey, West Suffolk, Somersetshire, and Wiltshire; also the police of Barbadoes, Tobago, St. Kitts, and Nassau.

5548. Do you supply any railways?—We do; at this moment I have not got a list of the railway business, but we have done a great deal for the Brighton Railway and the London and North Western Railway. I have also a list of the colonels of different regiments, and whose patronage we have enjoyed for a great many years. I have put ticks opposite to some of them who are now in London, and who, in case of need, could be called before this Committee. This list I beg leave

leave to hand in (*The same was delivered in*). I have also a list of the regiments and depôts, amounting to 110 altogether, including the depôts for the regiments that we have supplied with necessaries, under the orders of the commanding officers; also of the militia force last year. I have a list of them here too.

5549. Will you hand them in?—(*The same were delivered in*).

5550. Mr. *T. G. Baring.*] I wish to call your attention to a letter that appears in Mr. Grant's evidence, in answer to Question 2349?—I have it before me.

5551. I want to refer, also, to some answers which you gave on the last occasion, and which you will find at Question 3869; but first, did you write that letter?—I adopt the letter.

5552. Do you consider yourself responsible for that letter?—Clearly.

5553. In that letter you state this: "We beg further to remark, that we consider, in justice to ourselves, some inquiry should be made as to the partial manner our supplies are laid before the Board by the Marine store receiver, by whose judgment we believe they are influenced. That the dyes of our cloths are tested by him, and rejected in consequence, without our being able to refute the fallacy of his tests." I find that that letter was referred by the Admiralty to the officers who constituted the different Boards which rejected your goods, and they state in answer: "The Marine store receiver has nothing whatever to do with the manner that any contractor's goods are laid before the Board. Some member of the committee (most frequently the president) indicates the particular article required to be placed on the survey table for minute examination. The Marine store receiver counts, weighs, and measures all articles received into the store, and he is bound to inform the committee of the deficient tale, weight, or measure he finds, and such deficiency is always verified by the committee. The committee is not in any way influenced by the Marine store receiver; the general inferior quality of Messrs. Hebbert & Co.'s goods is too patent to require any opinion or judgment other than that which the committee possesses. Messrs. Hebbert & Co.'s cloths have not been rejected because the dyes have been tested. Their cloths have been rejected on the broad grounds of deficient weight, measure, texture, colour, and quality, as well as the concealment of damages by chalk or whitening." When I put a question to you afterwards, which you answered at Question 3868, I asked you to refer to particular portions of the evidence which you thought supported that extract, that "some inquiry should be made as to the partial manner our supplies are laid before the Board by the Marine store receiver." Will you point out to the Committee whether you consider that that has been in any way substantiated before this Committee?—If you will refer to the answers that Mr. Smith gives to Questions 2966, 2968, and 2989.

5554. Perhaps you will read the answers?—Question 2966. "Explain what duties you perform as foreman of the stores at Deptford?—The cloth is sent to the Deptford stores by the contractors, accompanied by a delivery note; as soon as the cloth arrives, and the vans are cleared, it is immediately weighed, sampled, and tickets made out and sewn upon it; the samples are afterwards transmitted to Woolwich for the master tailor to singe and examine, and, when called upon, he is to report to the officers." At Question 2968 he is asked, "What other tests do you apply"? and his answer is, "For my own information I apply a chemical test."

5555. You had better read Question 2971?—"Can you state whether any of the goods upon those inspections were rejected in consequence of chemical tests applied by you to the cloth?—I have every reason to believe that my chemical test was not noticed by the officers any more than being looked at; I do not think that it influenced their opinion in the slightest degree." 2989. "In point of fact, your duty is, to give an honest and conscientious opinion in answer to any questions put to you by the inspecting officers?—I have no opinion to give until asked. When a piece of cloth is called for by one of the committee, it is put on the table, and the master tailor asks for the number, so that he may look for the pattern which was cut from that piece of cloth, and I give the number and the weight." 3021 and 3022, in answer to a question by the Chairman, "I understand that the singeing of the pattern cloth is not performed in the dock-yard, but that the master tailor takes it to his residence at Woolwich? It is sent to him. Why should it not be done in the dock-yard? The master tailor is employed at Woolwich looking after the tailors; and besides the smell, which is very disagreeable, the time allowed would not enable him to give a proper answer." I consider that those answers show that Mr. Smith has a very great deal to do with it, and has

the means of submitting those things in a very partial manner. In answer to Question 2966, he states that he samples the cloth, and that tickets are made out and sewn upon it, and as stated by the last two witnesses, he can sample an inferior or a doubtful article, which causes the rejection of all that is good; and when we found that a large portion of the supply that came back was strictly of the weight, and strictly in accordance with the pattern in other ways, we did consider that it must have been from some partiality. I do not want to impute to Mr. Smith, of course, any vicious or any improper motive, but it was not done with that impartiality which it ought to be done with.

5556. Are those the only portions of the evidence which you wish to refer to?—Those are the portions of Mr. Smith's evidence.

5557. Is there any other evidence that you wish to refer to, as substantiating that remark?—Not as regards Mr. Smith's evidence.

5558. General *Codrington.*] You dwelt upon the word "samples;" are the Committee to understand you to mean, that Mr. Smith did not put the right samples to the right cloth?—No. It is stated that he takes a sample out of a piece. Say that there are 50 pieces, or 100 pieces in store; he takes a sample out of one piece, and if it happens that there is one solitary piece that is bad, or light weight, he can sample that piece, and thereby the 99 are rejected.

5559. Mr. *T. G. Baring.*] Will you state whether, from your own knowledge, you are aware that there was ever a case in which one piece only out of 100 was sampled?—I cannot answer that question. I have no knowledge at all upon the subject. In answer to Question 2989, Mr. Smith states that "a piece of cloth is called for by one of the committee;" now it must be the piece that he has taken a sample from; otherwise it could not be compared with the sample that had been in the hands of the master tailor, at Woolwich; therefore it still rests with Mr. Smith, sufficiently, in my opinion, to justify the words used; because, in writing this letter to Mr. Grant, we only looked upon him as I should have done if I was writing to a merchant in the City. I should write to the principal, and say, "I complain of the conduct of your foreman. I think, in my opinion, your foreman is not acting properly by us."

5560. Do you wish to assert that anything amounting to undue influence has been used by Mr. Smith, in the performance of his duties at Deptford?—As our case is before this Committee, I think it is scarcely fair to press us individually upon a question which must lead to a very delicate investigation. From anything that I say, it may be inferred that we are speaking spitefully in consequence of the treatment which we have received; and when I applied for an interview with the Chief Lord, in the month of May, it was certainly with a view, in his private room, of entering into certain subjects which we had heard from a great number of parties, and I should have been at that time quite ready to have given the Chief Lord all the information that we possessed, and to have left him to deal with the subject as he thought proper. I was very much hurt and mortified at the language which Colonel Stransham used, in speaking of the characters of contractors generally, implying that the whole of the contractors would cheat and defraud, if they possibly could. I do not wish to make a similar wholesale charge against the Government servants.

5561. I ask whether you mean by what you have just said, to state that you have some reason to suppose that Mr. Smith exercises undue influence, or whether you mean to say that you have no reason to suppose that he exercises undue influence?—I have reason to suppose that almost all the subordinates in the official departments are capable of being influenced one way or the other.

5562. I do not wish to refer to any other, except Mr. Smith?—I have been distinctly told that Mr. Smith has received fees and rewards from parties.

5563. Can you mention the person who told you this?—I do not know whether I am protected in so doing.

5564. Does what you state refer to anything connected with your own contract?—We have not in any way attempted to bribe Mr. Smith.

5565. Does it refer to anything connected with your own contracts?—Of course it does to a certain extent; it must do.

5566. *Chairman.*] Are you prepared to substantiate that statement by evidence?—It is impossible almost for me, or for our house.

5567. Give me a direct answer in the affirmative or negative?—There are persons who have been attending this Committee for several days, who are prepared to prove distinct acts of bribery.

5568. In

5568. In your case?—I cannot say that. *C. Bischoff*, Esq.

5569. As to Mr. Smith?—I cannot say that. 21 July 1857.

5570. You have stated that you had reason to believe that Mr. Smith had accepted bribes. Mr. Smith is in the room, and I ask you, are you prepared by evidence to prove that he has been guilty of that offence?—Until I know how far I am protected, I must decline to answer the question. The question is among contractors, who is to bell the cat? and if you go from the top of Cheapside to Leadenhall-street, you will have the same tale told you.

Veneris, 24° *die Julii*, 1857.

MEMBERS PRESENT.

Colonel Boldero.	Mr. Jackson.
Mr. T. G. Baring.	Mr. Monsell.
General Codrington.	Sir Charles Napier.
Mr. Corry.	Mr. Newdegate.
Viscount Duncan.	Lord Clarence Paget.
Colonel Gilpin.	Mr. Brown Westhead.

COLONEL BOLDERO, IN THE CHAIR.

Charles Bischoff, Esq., called in; and further Examined.

5571. *Chairman.*] I AM directed by the Committee to inform you that in giving evidence before them you will be protected, if you shall, on such examination, make a true and faithful statement, and disclose to the best of your knowledge all matters and things to which you shall be examined. There are two precedents for the course that we have taken now; and that is your protection on the part of the Committee?—All that I required was personal protection from the consequences of naming parties, and every other witness. *C. Bischoff*, Esq. 24 July 1857.

5572. In answer to Question 5562, "I do not wish to refer to any other, except Mr. Smith?" you state, "I have been distinctly told that Mr. Smith has received fees and rewards from parties." Are you prepared to enter into that case yourself, or by evidence?—The party who gave me that distinct information has stated to me since that he declines to come forward, except under compulsion, because the consequences would be that he might lose the present and prospective business of the Government.

5573. Will you give his name?—Mr. John Brien, of Dover-street, a sleeping partner in the firm of Brien, Price & Company, which consisted at the time of the bankruptcy of John Brien and John Peto.

5574. What were they?—Principally accoutrement makers and knapsack makers, and all the articles of leather; cap makers; they have had a contract for supplying the Marines with caps for a great many years.

5575. Mr. *T. G. Baring.*] Does this relate to Mr. Smith?—I was informed that that house had given Mr. Smith money.

5576. *Chairman.*] You have told us the name of one man who will not come forward except by compulsion; can you give the names of other witnesses who can substantiate the charge?—Of actual or constructive bribery?

5577. Of either?—Before giving an answer, in reference to what the Honourable Member has just stated, I understand my position to be this: in answer to the Lord of the Admiralty, who called upon me to justify the opinion that I had expressed, I justify that opinion by stating what I hear from all parties; that, as mercantile men, is the ordinary mode of procuring information on which we act, and therefore it will be extremely difficult for me to state, as I am not the public prosecutor, that I will procure legal evidence to substantiate every statement that may be made, but I am prepared; for instance, a messenger at the Adjutant-general's of Marines office informed us, not myself personally, but the parties are here to whom he did state it. We had applied for an interview with the Adjutant-general of Marines, and the Adjutant-general declined to see two parties, but saw one; our clerk, Mr. Crocker, was waiting outside, and the messenger began a conversation with him on the subject. This was in the middle of February, shortly

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shortly after the rejections of the 13th, and his statement was, "I suppose you have not made it all right with the parties at Deptford." That to a mercantile man is quite enough to open his eyes.

5578. *Chairman.*] You stated, "Until I know how far I am protected, I must decline to answer the question. The question is among contractors, who is to bell the cat? and if you go to the top of Cheapside, and to the top of Leadenhall-street, you will have the same tale told you." What inference do you wish the Committee to draw from that statement, especially the latter part of it?—I will produce willingly before this Committee parties who will tell you what their opinion is, that there is no use whatsoever in attempting to carry out a Government contract, unless some understanding is come to with the subordinates.

5579. General *Codrington.*] You speak generally of the Government?—That is the opinion of the trade generally, and I am prepared to name to the Committee parties who will give the same opinion to you.

5580. You are speaking generally, not as to Mr. Smith particularly?—Yes, as an individual; and I am ready, and it is my duty as a member of society, to give to this Committee such information as lies in my power to facilitate good dealing with the country.

5581. Mr. *Corry.*] Would the parties you have referred to be able to prove facts, or merely state their own opinions?—Since the meeting of the Committee on Tuesday last, I have seen several parties in the City, and I believe evidence will be procurable of positive facts; there is one individual now in attendance outside, whose name has been mentioned before, who I believe myself can prove positive facts; his name is David Ludlow.

5582. What business is he in?—We found him and brought him from France.

5583. *Chairman.*] Is there any other witness with regard to Deptford?—I believe information can be obtained from John Brien, who I named before, but I am not prepared at this moment to give the name of any party beyond him and Mr. Ludlow, and the messenger at the Adjutant-general's office.

5584. Viscount *Duncan.*] What is his name?—I do not know; we can give positive information in regard to Mr. Smith. I do not know either what Mr. John Brien's information may be, because his partner, Mr. Peto, who is dead, took an active part in all that kind of business, but they are bankrupts, and their books can be got at through the official assignee.

5585. *Chairman.*] Have you any other information to give us respecting the passing of goods at Deptford?—So far as regards Mr. Smith I think not at the present time.

5586. Mr. *Jackson.*] Have you any reason to believe that the books of Messrs. Brien and Co., in the hands of the official assignee, would show any matters that would throw any light on the subject?—It was only this morning that I got positively at certain facts; to-morrow when I am in the City I will ascertain that.

5587. Mr. *T. G. Baring.*] Have you any objection to mention what the facts are that you have ascertained that Messrs. Brien will be able to prove?—The statement that I heard was distinctly that Mr. Smith had had many hundreds of pounds of their money; and further, that we have got this contract this year, but we should not have it another. The statement was that Mr. Smith had had many hundreds of pounds of their money, alluding to the firm of Brien, Price & Co., and although Hebbert & Co. had got the contract for the caps now, we should not have it another year; and I know of my own knowledge that some time ago, when Messrs. Brien, Price and Co. had a contract for Marine caps, they were doing work for the house of Hebbert & Co.; they were making caps for the regiments of the line, and we rejected a quantity of the caps as not being sufficiently good for the purpose, and Mr. Peto's observation was, "Oh, never mind, they will do for our Marine contract."

5588. *Chairman.*] Who is Mr. Peto?—A deceased partner of the house of Brien, Price & Co.

5589. Mr. *T. G. Baring.*] Do you mean, in any information you have as to Mr. Smith, to imply or to state that he has treated your goods unfairly in the execution of your present contract; does it relate to that?—The conviction of myself and my partners, when we wrote those letters, was, that our goods had not passed because we had not bribed Mr. Smith, and so far all this information has a bearing.

5590. Colonel

5590. Colonel *Gilpin.*] You have no positive evidence to that effect?—No, it would be almost impossible for the Committee, I take it, when my desire is, and my duty is, to give to the Government, or any party, any information that comes into our hands, from our house. It is well known that the late Mr. Hebbert was examined before a Committee in 1833, and at other periods of time, and the house has been an opponent to the whole system of feeing, and the consequence is, that we have very frequently lost business, and have had great difficulties to contend with.

5591. With respect to that point, the actual conduct of Mr. Smith as to passing your goods, would not the evidence of the officers on the committee be the most conclusive evidence on that point as to any difference in his manner of preparing samples, and so on, as to former contracts?—Pardon me; our impression is (erroneous it may be) that the officers themselves forming that Board would only see a very small portion of the goods.

5592. Not from your personal knowledge?—It is impossible that we can have personal knowledge; we are not admitted into the room.

5593. Sir *C. Napier.*] Is Mr. Smith the only person that you have any suspicion against?—I cannot say that.

5594. Why?—There may be other parties.

5595. General *Codrington.*] You have stated, that more cloth was furnished than was cut up?—Yes, if there is an understanding between the master tailor and the contractor, there is a profit to be divided between them of 15 per cent.

5596. Colonel *Gilpin.*] You state that your house have always set its face against the system of fees. Do you mean the Committee to infer that that system does exist to a certain extent?—It is universal.

5597. Therefore, that being the case, the impression upon your mind was, that Mr. Smith was not exempt from that practice altogether?—Certainly.

5598. You do not know it of your own knowledge, as you never offered a fee to him; but still, as the system extensively prevails, you believe that he is not exempt from it?—That is my impression.

The Witness was directed to withdraw.

After a short time he was again called in.

5599. Sir *C. Napier.*] Have you any suspicion of any other party?—Of anyone who acts improperly at Deptford?

5600. Anywhere?—You are placing me in a very invidious position.

5601. Colonel *Boldero.*] Not at all; you are open to give us any information that you like; we shall protect you?—Am I bound to answer the question? I will answer it under compulsion.

5602. Sir *C. Napier.*] I think it is right to tell you that the evidence which you give here now, we shall take to be perfectly true and fair, because, remember, all the witnesses that you have brought relative to the treatment that you say that you have received from the Government, are your own people. If you refuse to give us information, it will invalidate the evidence which you have already given?—My belief is that the same practice exists at Weedon.

The Witness was directed to withdraw.

After a short time the Witness was again called in.

5603. Sir *C. Napier.*] Have you any suspicion of any other party?—My belief is that the system of bribery, in its comprehensive sense, exists in almost all the public departments; at Weedon, I speak of, and at Deptford, and it used to do in the Tower.

5604. Colonel *Gilpin.*] You say Weedon, Deptford, and the Tower?—Yes.

5605. Mr. *Monsell.*] You say that it used to do in the Tower?—Yes, because the principal part of the business is now removed from the Tower.

5606. Do you conceive that this exists now in the Tower?—I cannot answer that question.

5607. Have you any reason to believe that it does?—We have not ourselves delivered any supplies for many months.

5608. Viscount *Duncan.*] I understand you to say that you believe that it does exist now at Weedon and Deptford?—I believe it does.

5609. Colonel *Gilpin.*] What reason have you for supposing that; you were

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going to say that you had not delivered any supplies at the Tower lately?—There is a witness attending outside the door, who will prove the fact, Mr. E——.

5610. You stated further that it had not been the practice of your house at any time to give fees?—Not fees. Mr. E—— has no objection whatever to his name being used.

5611. *Chairman.*] With regard to what point is Mr. E—— prepared to give evidence?—Of bribery at the Tower, I believe.

5612. Sir *C. Napier.*] Is there any one that you can mention, with regard to Weedon?—To prove the fact?

5613. Yes?—I cannot undertake to prove, by legal evidence, but if I am required by the Committee, I, of course, will use my best endeavours to do so.

5614. Viscount *Duncan.*] Did not you say that you cannot procure evidence against Weedon?—I have not got it in my power at this moment to name the parties who will give you positive evidence of the fact. I believe the only positive evidence that can be adduced is bringing the man that paid the money, and I certainly am not in the position to bring that party here at the moment. Inquiries are being made, according to what I consider to be the wish of this Committee, to get at the fact. Inquiries have been made, and from day to day I am receiving fresh information, but at this time I am not in a position positively to prove the facts.

5615. Does the information which you have received up to the present time, enable you to state that you believe that bribery exists at Weedon?—It does.

5616. Sir *C. Napier.*] Have you the same information relative to Deptford?—When the Committee have heard the evidence of Mr. David Ludlow, I think they will draw the same conclusion that I do.

5617. Are there any other departments that you can give information upon, besides the Tower, Weedon and Deptford?—I can mention a general circumstance, which the Committee themselves may be aware of perhaps, which occurred after the death of ———, in regard to shipping. Upon ——— death (it was well known that he was a very large contractor for shipping) a paper was found in his desk.

5618. Viscount *Duncan.*] By whom?—By his executors. I mention a circumstance that is capable of proof, but not by me. A paper was found in his desk, desiring a very large sum of money to be paid to a gentleman in Somerset House; the executors took the opinion of ——— as to what they were to do, and he told them to pay the amount.

5619. Sir *C. Napier.*] Who is the gentleman to whom that amount was to be paid?—He is dead.

5620. Viscount *Duncan.*] By whom is that susceptible of proof?—By the executors of ———.

5621. Who are they?—I can ascertain that in the City.

5622. Sir *C. Napier.*] What is the name?—Mr. M——

5623 Mr. *Brown Westhead.*] Have you any idea what that sum was?—£. 30,000; that is what has been told me.

5624. Sir *C. Napier.*] Have you reason to believe that that is true?—Only from everybody speaking of the subject at the time.

5625. *Chairman.*] Will you state the names of those executors?—I cannot at the present moment; I can procure them.

5626. Where can we get them?—Doctors' Commons.

5627. Sir *C. Napier.*] Have you anybody in your view?—There are many persons in the City who can confirm the opinion that I have expressed.

5628. Will you state their names?—Mr. M——; a very large house indeed.

5629. Mr. *Monsell.*] Do you mean that he knows any of those things of his own knowledge?—I cannot state.

5630. Sir *C. Napier.*] Will you go on?—Messrs. J. T——; those are parties who have had dealings with the Government.

5631. *Chairman.*] What is Mr. M——'s trade?—They supply almost everything; wholesale hosiers, I believe, they are called, but they supply everything. They have had very large contracts with the French Government, and also very large contracts with the English Government. Messrs. P——, also.

5632. What are they?—What are commonly called warehousemen, and dealers in Manchester and Scotch goods and linen.

5633. Anybody else?—Not at this moment, that occurs to me. I should like to add a word, in explanation of what I meant by bribery in its comprehensive sense;

sense; I mean not merely bribery in money, but in various ways in which assistance may be rendered to parties by providing for a son, and in various other ways.

5634. Viscount *Duncan.*] Do you include bribery along with the other ways?—Bribery in money I have been told exists; in money direct.

5635. Sir *C. Napier.*] In the shape of presents?—Yes.

5636. Money presents?—Yes; but there are frequent instances that I hear of, with a view of course of avoiding detection, where the bribery may be as effectually done through other parties providing for a son.

5637. Viscount *Duncan.*] When were you first aware that the system of bribery existed at Weedon?—It has not been the subject of conversation until perhaps six months ago, this year.

5638. You were first aware of that fact about six months ago?—In answering your question strictly I am not aware of the fact at this moment, because I am not in a position to produce the party who paid the money and made the present.

5639. Have you yourself ever tendered at Weedon?—We have sent large supplies to Weedon; the tenders are made to the department in Pall Mall.

5640. Have you sent supplies to Weedon within six months?—Within the last six months we have.

5641. During those six months have your supplies been accepted or rejected?—Portions have been accepted and portions rejected.

5642. When your supplies were rejected, did you make your suspicions known to any party in any Government Department?—We had no suspicion at that time; no serious suspicion that things were wrong at Weedon, because our supplies had, generally speaking, been rejected on grounds that could be remedied, and we had the goods back again, and had remedied the complaint, and the goods had been ultimately received and passed, generally speaking. I do not mean to say that we have not had some goods actually rejected.

5643. Have you been generally satisfied with the system of inspection pursued at Weedon during that time?—I stated, when I first appeared before this Committee, that we had much better reason to be satisfied with the inspection at Weedon than with the inspection at Deptford. I do not consider that the inspection at Weedon is of any value (if you are asking me my opinion as an individual) to the Government, who seem to suppose that it is, because I do not think, as regards cloth, that any inspection by a public officer can be the protection to the Government and the soldier, that the liability and responsibility of the contractor would be who had to make good the articles if they were found bad on wear.

5644. How do you inspect the goods that you purchase at Leeds?—We take every precaution that we can to find that the goods in a raw state, as we purchase them, are what they should be; the details of that examination have been given by Mr. Addiman, our foreman at Leeds. I do not myself inspect them; when I was a boy, years ago, I used to sit under the perch, and see the cloth drawn over it.

5645. Are you yourself at present conversant with the system of inspection pursued at Leeds?—Yes, in our own establishment.

5646. Are you also conversant with the system of inspection pursued at Weedon?—I have never seen it.

5647. When were your suspicions first seriously excited with regard to Weedon?—It is impossible for me to say when; my suspicions are founded upon the conversations that I may have had at different times with the different manufacturers who furnish supplies there.

5648. Who was the first person who told you that anything was wrong at Weedon?—I cannot positively say.

5649. Do you know, of your own knowledge, that anything is wrong at Weedon?—I have said before that I am not in a position to give or procure at this moment positive evidence of that fact.

5650. Do you believe that you will be able to procure positive evidence of that fact?—That is more than I can say, at this moment.

5651. Within what period could you procure evidence?—I cannot say that; look at the difficulties. You have a great many men at Weedon, and it is a very serious word to say, that those men are to be denounced as rogues, or that they themselves can be induced to give any information which would endanger their position.

5652. You must be aware that you have made a very grave charge against a public establishment?—I have stated what my opinion is, and the opinion of the trade generally.

5653. I wish to arrive at the grounds on which that opinion is founded; do you believe the allegations with regard to Weedon?—I believe, myself, to a certain extent, that bribery exists at Weedon.

5654. *Chairman.*] When we were upon the subject of Deptford, you stated that you could not at this moment tell us of any evidence, but you would give us information; perhaps, between this and our next meeting you will be able to ascertain those who can give information on this subject?—I will do my utmost to procure any further information that I can.

5655. Viscount *Duncan.*] Will you have the goodness to do the same as to Weedon?—Certainly.

5656. Mr. *Monsell.*] During the last few years you have made very large supplies to different public departments, have you not?—Yes.

5657. To the War Department?—Taking a few years, to the Tower we made very large supplies of accoutrements; since the establishment of the War Department, the contracts have been with the War Department direct.

5658. And also to the Admiralty you have made supplies?—Under this marine contract.

5659. Is this the first time you have ever supplied the Admiralty?—Yes; it is the first large contract that we have had for the marines; that subject has been explained.

5660. Do you consider that you have been as fairly dealt with as the other contractors that you are acquainted with in the departments with which you have dealt?—Weedon?

5661. Yes?—I suppose on the whole we have.

5662. Did you ever give any bribe?—None at all.

5663. And you have been as fairly dealt with as any other contractor?—I should state this that I have heard; we cannot know what other parties' businesses are, but there are in the trade very great complaints that one party is favoured very much indeed at Weedon.

5664. Who is that party?—Mr. J———, of St. James's-street.

5665. Mr. *Monsell.*] You stated, in answer to the last question that I put to you, that you believe that Mr. J——— was unduly favoured at Weedon; can you state any reasons which you believe have induced the department at Weedon to behave with undue lenity towards Mr. J———?—I think I scarcely went the length of stating that I believe Mr. J——— had done so; but my impression was, or the impression of the trade was, that Mr. J——— had had facilities which other houses had not had.

5666. Can you state what the impression of the trade is as to the reason of Mr. J——— having that undue preference shown to him?—Information upon that subject, I believe, can be got from two of the inspectors at Weedon; I think that the names are M——— and H———. I think information can be obtained from those parties.

5667. *Chairman.*] Have you any further information to give the Committee touching the point of undue influence with regard to Government contracts?—I think not at the moment.

5668. Sir *Charles Napier.*] Is it the opinion amongst the Government contractors and manufacturers who work for the Government that the system of feeing is tolerably general?—Most decidedly.

5669. Mr. *Jackson.*] You consider that feeing consists not so much in giving money direct as in conferring indirect advantages upon members of the family of the parties concerned for the Government?—Certainly.

5670. Therefore they are the recipients through the contractors of much good to themselves and those that belong to them?—Certainly.

5671. Sir *Charles Napier.*] But money is also concerned in it?—I have heard of instances of actual money.

5672. Have you heard of hard cash being paid?—Yes.

5673. Mr. *T. G. Baring.*] Will you point out the name of the inspector at Weedon to whom you allude?—Mr. M———.

5674. *Chairman.*] All the inspectors at Weedon have particular duties appropriated to them?—This person is described as third-class inspector of cloth; William H——— is described as a seventh-class inspector of cloth.

5675. Viscount

5675. Viscount *Duncan.*] What information do you state that those inspectors can furnish to the Committee, or the nature of their information?—That was in answer to Mr. Monsell's question whether I was at all justified in supposing that Mr. J——— had had a preference shown to him.

5676. Are the Committee to understand that a preference was shown by those two gentlemen, M——— and H———, whom you have named, or are the Committee to understand that they can furnish information on that point?—They can furnish information to the Committee in regard to what the trade generally considered to be an unfair passing of certain goods of Messrs. J———.

5677. *Chairman.*] More particularly having reference to partiality given to Messrs. J———?—Certainly.

5678. Mr. *T. G. Baring.*] You have stated that you believe that a system of bribery in its comprehensive sense exists at Deptford?—Yes.

5679. You have referred in the course of your evidence to Mr. Smith as the party about whom you entertained suspicions; is there anybody else connected with the inspection at Deptford to whom you wish to refer?—No.

5680. You do not wish to refer to the master tailor?—No; I do not want to charge the master tailor, or to throw out any insinuation against him that he has received direct bribes from a contractor.

5681. Do you wish the Committee to infer that he has received indirect advantages from the contractors in any way?—The Committee must draw their own inferences; I can only draw my inferences from what I hear.

5682. Have you heard that the master tailor gets an indirect benefit from the contractor in any way?—In the way that has been explained, and that I have explained myself, by having a larger quantity of cloth delivered to him to make up into garments than is requisite for the purpose, and he makes an arrangement, so I have been told, with the contractor to take that cloth of him on certain terms, the cloth that is not wanted, and then the contractor sends it back again into store for the next delivery.

5683. Will you explain further what you mean by this statement?—A portion of the marine clothing is made up under the direction and control of the master tailor at Woolwich to make up 1,000 garments. He has a larger quantity of cloth delivered to him by the store-keeper than would be required strictly by another contractor; than we should require, for instance, or than anybody can use, I believe, to make up those garments, and the consequence is that he will have one, two, or three pieces of cloth surplus, and the understanding, I have been told, was that the contractor takes from the master tailor that surplus quantity of cloth upon terms to be understood between them, and of course the contractor sends it back again into store as a part of a further supply, the result being that the Government pay twice over for a certain portion of that cloth.

5684. What per-centage do you believe that to be of the gross quantity?—According to the statement of my clerk, who has gone into the quantities, it may vary from 15 to 20 per cent.

5685. Will you explain in what way such a system as that, if it exists, could operate in the way of undue influence on the part of the master tailor in favour of one contractor against another?—If one contractor had been in the habit of doing all this business with the master tailor, and they understood one another perfectly well, he would not like any stranger to come in to interfere with his own system.

5686. Will you inform the Committee if the master tailor at Woolwich, or any other master tailor, has made any propositions to you in the present contract, of any arrangement of that sort?—I cannot answer that question; I cannot say; I have no knowledge of it myself.

5687. It has not been reported to you in any way?—The fact is this; in regard to this contract, we have had nothing but trouble from first to last.

5688. Previously to your taking the contract, has the master tailor, or any master tailor in the marine corps, been to your warehouse at any time?—I do not think they ever have; I do not believe they ever have; I have never seen them, nor any of the principals.

5689. Your impression is that such a system, if it did exist, would make the master tailor rather biassed in favour of the last contractor?—My impression is that the master tailor would naturally prefer dealing with a person who understood the arrangement between them, to having to deal with a stranger.

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5690. Will you inform the Committee whether there would be any difference as to the amount of remnant that the master tailor would get from one contractor or the other?—No, I should think not.

5691. The Government allowance would be the same?—I presume so, unless the Government have altered their scales.

5692. With respect to the statement about Deptford, is there any other person against whom you have any suspicions, beyond Thomas Smith and the master tailor?—In connection with the marine contract?

5693. Yes?—I believe not.

5694. Have you any reason or grounds whatever for suspicion against the Board of Marine Officers who examine?—Not against the Board of Officers who examine; certainly not. I cannot suppose that the Board of Officers could for a moment be guilty of such a thing.

5695. With respect to the examinations at Deptford, are there any other parties to whom you wish to allude, against whom you have heard any suspicions in any other part of the establishment, such as the store receiver or anybody of that class?—No, we have had nothing to do with anybody but Mr. Smith.

5696. Have you heard anything unfavourable with regard to the store receiver?—Not in regard to our own business.

5697. In regard to any other business?—I could not name any party; I have no justification.

5698. You can inform the Committee that you do not mean to convey the impression of any suspicion against any other parties than those you have named?—Yes.

5699. You have mentioned that Mr. Ludlow will give his evidence on this subject, and you have mentioned that a messenger in the Adjutant-general of Marines Office used certain expressions to you on the matter?—To our people.

5700. Can you go to the Marine Office and point out the messenger, or will you direct Mr. Crocker to go to the Marine Office and point out the messenger to whom this alludes?—He is in attendance, and he will be able to say whether he can identify the party or not.

5701. As to Mr. Brien, you state that you have been informed that Mr. Brien has paid many hundreds of pounds to Mr. Smith?—That the firm of Brien, Peto & Co. have.

5702. And that there was some sort of corrupt motive with respect to the contract for caps, do you wish to convey that impression?—I did not use the word corrupt; I said, that when Messrs. Brien, Peto & Co. had a contract for the caps, they told us in Pall-mall that it did not signify our rejecting their caps, for they would do for their marine contract.

5703. How long ago is that?—Four or five years ago.

5704. With respect to the caps, I think you stated that you had heard that Mr. Smith had said that you would not have the contract for caps again?—No, that Mr. Brien had said we should not have the contract again.

5705. Was it your impression that he supposed it would be through the influence of Mr. Smith that you would not have the contract for caps again?—That he, Brien, would have it.

5706. That you supposed?—Certainly.

5707. Through the influence of Mr. Smith?—Or somebody at Deptford.

5708. Did he mention his name?—No, he told us that Mr. Smith had one son in the employ of Messrs. Dolan & Co., and another son of his was in the employ of Messrs. Woodrowe & Rowe, in the City, who had a large linen contract for Deptford.

5709. Mr. Brien told you that?—Yes.

5710. Was that what you referred to?—Yes.

5711. Colonel *Gilpin*.] What are Woodrowe & Rowe?—Large suppliers of shirts to the marines.

5712. Mr. *T. G. Baring*.] Did he state to you that his belief was that those sons had been employed in those houses in consequence of the assistance rendered to them by Mr. Smith, or did he lead you to infer that?—I do not know that any conversation to that extent took place; we draw our own inferences always in business from what we hear.

5713. He told you that himself?—He told one of our people.

5714. Who?—Mr. Phillips told it to me; he is a clerk in the house of Messrs. Hebbert.

5715. Was

5715. Was that what you alluded to when you stated, that providing for sons you considered to be bribery?—Partially, I alluded to that case.

5716. Will you tell the Committee whether there is any other transaction of any kind with which Mr. Smith is implicated, which has come to your knowledge, and which appears to have circumstances of suspicion in it?—I do not know any other.

5717. Is there any other party that you know of with respect to this Deptford examination who can give any evidence to the Committee on that point?—Not at present; I do not know anybody.

5718. Have you reason to suppose in any way that Messrs. Dolan have tampered with Mr. Smith?—I cannot answer that question.

5719. Have you any suspicion of the kind, further than that their goods were received better than yours?—Messrs. Dolan had a contract for six years, I believe, previously to the present one, and I have heard that Mr. Dolan, or one of the firm, was constantly at Deptford, and that somehow or other they always got all their goods through.

5720. Have you any reason further than that to believe it?—No, I cannot say that Messrs. Dolan ever gave money, or did anything of the kind.

5721. You are aware that all the patterns were changed at the last contract?—Yes.

5722. With respect to Messrs. Woodrowe & Rowe, have you any reason to believe that their goods were accepted unfairly by the committee?—You must hear the evidence of Mr. Ludlow upon that subject.

5723. You refer the Committee to him on that point?—Yes.

5724. Are there any other observations that you wish to make to the Committee, to guide them in investigating this Deptford case?—No; if I shall procure any information, I shall immediately communicate it to the chairman of this Committee, in the way suggested to get at the truth.

5725. Mr. *Brown Westhead.*] I understand from what you say, in regard to the amount of cloth supplied to the tailor, that if you had that amount of cloth supplied to you which the Government would supply for clothing 1,000 men, you would be able to cloth 1,150 men with that supply?—I do not speak correctly as to figures.

5726. You spoke of 15 per cent.?—Just so; it would amount to that.

5727. Sir *Charles Napier.*] Do you think that the storekeeper who issues cloth to the master tailor has an understanding with him?—I do not know; I do not know the process that it goes through in the Government-yard after the cloth goes into the storekeeper's possession.

5728. Mr. *Brown Westhead.*] You do not know whether the master tailor gets cash for the excess of cloth?—He has not had any from us.

5729. Mr. *Jackson.*] If there is any excess returned to the contractor, does the Government get that excess returned in cash, or does it go to the master tailor?—I presume the contractors give it to the master tailor.

5730. To that extent the Government is deprived of the advantage?—They lose the difference in the quantity of cloth, because I assume that they do not know how much cloth they do give out to the master tailor for garments.

5731. *Chairman.*] Do you know what liabilities the master tailor is under?—No.

5732. Suppose it is in evidence by the President of the Clothing Board that the master tailor is frequently called upon to make good clothing that he has made up, out of his own pocket?—The evidence upon that subject is very small indeed. The master tailor himself says that a few shillings was the extent of his responsibility.

5733. Sir *C. Napier.*] Are contractors who are suspected of giving fees ill looked upon in the trade?—No.

5734. Not the least?—I do not think they are.

5735. Mr. *Jackson.*] It is customary now, is it?—It is the custom.

5736. Mr. *Monsell.*] Do you know, of your own knowledge, that it is the custom?—Everybody says so.

5737. Mr. *T. G. Baring.*] Do you consider, as an honest man, that to give a bribe is just as bad as to receive one?—That depends so entirely upon how those things are done. The butcher bribes your cook in some way or the other, and so it is through life.

5738. General *Codrington.*] Have your house never entered into that system of arrangement between the tailor and the contractor?—No.

5739. Are the remnants surplus from each piece, or are whole pieces of 30 yards returned to the contractor?—The whole piece would be returned to the contractor.

5740. Unpacked?—In bulk, the tailor cutting it so that there would be ultimately in the course of a fortnight, or three weeks, or a month, a piece of cloth over a whole and entire piece.

5741. Your impression is, that by that system a whole piece of 30 yards can be returned, and made a profit of by the tailor, to a certain extent, a whole bale I mean?—Of course, a master tailor could deal with a portion of a piece, but a contractor could not deal with a portion of a piece, as he has to send it in in bulk again.

5742. There are of course two parties to a bribe; do you suppose that the object of the persons bribing is to gain an advantage over other contractors?—I can scarcely say that it would be to gain an advantage over other contractors; it is, of course, to get the goods passed.

5743. That is, to gain an advantage over another?—But if the other man bribed he would have no advantage over him. The question is who bribes the highest.

5744. Therefore he considers it worth his while to do so?—I presume so.

5745. Do you suppose that the bribing system goes on in private firms?—I have heard of such circumstances; but generally speaking I believe it is the practice in large houses, such as I have named, that their managing men are so handsomely and liberally paid, that it is their interest to do the best they can for their principles.

5746. I speak now with regard to inferior people employed in a firm?—I do not know from my own knowledge anywhere.

5747. You mentioned just now the universality of it with regard to the cook and the butcher. Do you think that the private trade is exempt from the same system?—I cannot say that it is exempt; but in speaking to large mercantile houses they say, that we are much freer in this way, that the business is different. I should, of course, very much prefer that those kind of questions should be asked of some large mercantile firms.

5748. I ask it of you as being one of the large mercantile firms?—Yes. Ours is limited to the army business.

5749. Do you take any precautions against that system of bribing your inferior officers?—Every precaution we possibly can. I will instance a case. I had reason to be dissatisfied with one of the foremen in the leather department; I fancied that there was an intimacy between him and a house in Bermondsey, who manufacture the leather, and I went down myself and saw the heads of that firm in Bermondsey, and we considered the thing together; we could not perhaps get at positive proof, but my impression was that the foreman in Bermondsey had attempted to, or had bribed our man. The shoes were not equally made, and the man was discharged the moment I came back.

5750. By your own personal examination, you took precautions against what you considered was dangerous to your firm?—Certainly. I have known instances. At one time when we were delivering a supply at the Tower we did not get at the Government stores a receipt for the goods as delivered. No receipt is given; it is rather different at Weedon now, but a receipt was not given, and when they came to count them over, a certain number, I forget whether it was knapsacks or cartridge boxes, but the number did not agree. I went to the Tower and I said, "There is a thief somewhere, either in our house or yours." I sent my own son with the van, and made him count the goods into the van, and sent him, unawares to the servants in the van, to the Tower, to see them counted out again; the result of which was that the matter was detected.

5751. Colonel *Gilpin.*] In your men?—No; it was when they were very busy in the Tower, and it was an extra hand that was called on.

5752. Viscount *Duncan.*] Do you say that the system is different at Weedon now?—That was merely as to the receipts. We do get an acknowledgment for the bulk of the goods coming in.

5753. Mr. *Monsell.*] Do not you get one now at the Tower?—I do not know.

5754. General *Codrington.*] You spoke of a Bermondsey transaction with your own house in the leather business, do you take any precautions of a similar nature

nature as to cloth in your establishment?—I believe that that man Byden who has been before the Committee is as honest a man as lives; he was brought up in the house; he has risen from a boy there; he has been 25 years in the employ; he is very liberally paid; he is perfectly contented, there is no inducement for him to be otherwise; if he wanted anything we have our own sick funds; if any man wants anything, he is always provided for.

5755. What do you consider your safeguard from the system you have mentioned as to Government contracts?—I cannot say that we have any special security beyond this; acting liberally, properly, and fairly, as we consider by the servants.

5756. Do not you consider that it is by your own personal interest, superintendence, and watchfulness, that such things are avoided?—There is invariably one of the principals, and generally two or three of us on the premises constantly, at all unexpected hours.

5757. And who have of course a direct personal interest in the well carrying on of the establishment?—Clearly; we have had instances of robbery and peculation.

5758. What other things do you supply?—Accoutrements and caps.

5759. With regard to accoutrements, have you had any reason to believe that in your communications with the workman, the makers of the accoutrements, there has been any attempt at unfair dealing between yourselves and the workman of the accoutrements?—We make them all ourselves.

5760. You buy a supply of buff leather for those accoutrements?—We buy always raw hide and make our own buff.

5761. So that, in that case, one of the principals of the firm deals directly?—Yes; I bought the last purchase, and we sent to —— and Peto for the hats.

5762. *Chairman.*] Supposing that 100 pieces of cloth are given to the master tailor to make into tunics, that will be 3,700 yards. How many yards do you think he can save out of that quantity?—Our clerk, Mr. Crocker, has given the saving in the quantities given out for the garments, and, knowing the quantity required, gives the difference at 15 per cent.

5763. Viscount *Duncan.*] Have you heard any allegations against any other individual, connected with any Government department?—I cannot say that I have heard any allegations as to any other department.

5764. You have no other information to furnish to the Committee with respect to any other individual than those whom you have named?—It would be extremely unbecoming in me, and very improper, to state what the talking rumours and conversations are on the matter.

5765. I see, in answer to Question 5560, you say, "When I applied for an interview with the Chief Lord in the month of May, it was certainly with a view, in his private room, of entering into certain subjects which we had heard from a great number of parties, and I should have been at that time quite ready to have given the Chief Lord all the information that we possessed, and to have left him to deal with the subject as he thought proper." Does the information which upon the present occasion you have furnished to the Committee comprise all the subjects to which you have alluded in that answer?—That, and the evidence that I have named as being ready to be brought before this Committee, is the substance of what I should have wished to have said in private to the Chief Lord of the Admiralty.

5766. Have you nothing further to add to the evidence which you have given?—Not at present.

5767. Mr. *T. G. Baring.*] Will you explain whether you wrote any letter to Sir Charles Wood, saying that you had such information to give him?—No; I stated the subject and the circumstances to Lord Goderich. I stated before that, although my name was personally known to Sir Charles Wood, I did not think it right to send in my own individual name, and I therefore took it as a matter of business through Lord Goderich.

5768. Viscount *Duncan.*] Did you volunteer to furnish the information which you have given to-day to any other party connected with the Government?—No.

5769. Sir *C. Napier.*] You did not see Sir Charles Wood?—No.

5770. Did you see any of the secretaries?—No; Lord Goderich communicated in a note to me that Sir Charles Wood declined the interview which I requested

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in a very formal way, because we should have got, most likely, the Members for Leeds to go with us to have an interview, accompanied by the Members for the county.

5771. You did not see either of the secretaries, or any of the Lords of the Admiralty?—We did not see anybody; I have Lord Goderich's note here, simply stating that Sir Charles Wood declined to have an interview.

5772. Mr. *Jackson.*] I think we have in evidence from you that the memorandum which you gave to Lord Goderich was never intended as an official communication to the Admiralty?—Certainly.

5773. Mr. *T. G. Baring.*] Did Lord Goderich tell you then that he had told Sir Charles Wood that you had information of this character to give?—I did not myself see Lord Goderich after he had got Sir Charles Wood's answer, but he sent me a note.

5774. I put this question: as Sir Charles Wood has no recollection of any offer on your part to give such information as you alluded to, can you give any explanation of that?—No.

5775. Nothing of the kind appeared in the memorial which you put into Lord Goderich's hand?—It was not a memorial, it was a mere memorandum.

5776. What course could Sir Charles Wood pursue with that memorandum, excepting making it an official document, and referring it to the proper parties for a report?—I do not suppose that Lord Goderich would have handed that paper to Sir Charles Wood. I merely expected that he would have stated shortly to Sir Charles Wood the object he had in seeking an interview; as a Member for the county, I presumed that the interview would have been given, and on the fourth of June—it was not till that date; the Whitsuntide holidays intervened—Lord Goderich writes this note to me: "Dear Sir,—I regret to say that Sir Charles Wood has told me this evening that he declines to agree either to allow Messrs. Hebbert & Co. to throw up their contract with the Admiralty, or to order any other examination of the goods supplied by them than that which has already taken place."

5777. Lord Goderich, having given that memorandum to Sir Charles Wood, do you complain of his having made the necessary inquiries into the statement, contained in it by making it an official document?—I consider that if Sir Charles Wood had wanted information, he ought to have summoned us before him as well as the other parties.

5778. You object to the course pursued on that occasion?—Most decidedly.

5779. Sir *Charles Napier.*] Did you make any other attempts to see any officer of the Admiralty?—No.

5780. Why?—It was useless, I considered, after having applied through the Member for the county.

5781. You knew very well that there was what is called a Superintending Lord over each department at Somerset-house?—I cannot say that I did.

5782. *Chairman.*] Do you know anything of this memorandum which has been sent in to me?—I sent a person, understanding that it was the wish of this Committee, and the desire of the Committee, that David Ludlow should be produced before them, if possible. I sent a person, of the name of Acland, to try and find him, knowing that he was, to use a common phrase, keeping out of the way to avoid claims upon him; and this gentleman, Mr. Acland, found him at Calais, or somewhere near, and I desired him to get from him all the information he could; that paper was prepared by the gentleman.

5783. Is it the same Mr. Acland who signs the advertisement respecting Government contracts?—I cannot say positively; it may be.

5784. You cannot say positively whether he is the party?—I cannot.

5785. Are you aware of his residence?—His residence is, I believe, in Cannon-street.

5786. Then he would be the same party?—He may be.

5787. Viscount *Duncan.*]—Is Mr. Acland employed by your firm?—Not at all.

5788. Will you have the kindness to state how you knew that Mr. Acland was intimate with Mr. Ludlow?—He was not intimate with him; but Mr. Acland has been here taking an interest, I believe, on behalf of certain parties who are watching the progress of this inquiry very closely; and I have communicated with

with him, and he is one of the parties that I must employ to get at the evidence which the Committee have called upon me to produce. *C. Bischoff*, Esq. 24 July 1857.

5789. Is Mr. Acland in your employ?—No, but I shall have to employ him; I shall have to pay him for finding David Ludlow. I gave him money to bring David Ludlow here, as I knew Ludlow had no money.

5790. Mr. *Brown Westhead.*] Did he go to France for David Ludlow?—Yes; I may add the name of W———, who will be able to give information.

5791. *Chairman.*] What is he?—A cloth dealer.

5792. Viscount *Duncan.*] Is that in reference to Deptford?—I presume so.

5793. Mr. *T. G. Baring.*] Is he present?—He has been here. He is one of the parties who can give general information on the system.

Mr. *David Ludlow*, called in; and Examined.

5794. *Chairman.*] WHERE do you reside now?—At present, near Calais. Mr. *D. Ludlow.*

5795. Have you received a summons to attend here?—Yes.

5796. What is your occupation?—I was a sub-contractor previously to October last.

5797. Will you describe the business of a sub-contractor?—I used to make up garments for various houses, both for army clothiers and wholesale houses in the City, employing something like 1,000 hands.

5798. What army contractors have you worked for?—I think I have worked for very nearly all of them; Gilpin, Pearce's, Dolan's, Hebbert's, Isaacs', and Campbell's. I think I may say nearly all, more or less.

5799. During the last two years, have you been engaged in making up clothing for any of those firms?—From January, I think, 1855, up to October, I should think I made pretty well 100,000 garments.

5800. Have you made any Navy clothing?—I have made a great deal of Navy clothing for Early & Smith, in Hounsditch, and also for Woodrowe & Rowe.

5801. Have you any information to give to the Committee as to the system pursued by the contractors in supplying goods and in getting them passed?—The only information that I can give you is what took place when I was managing a contract for sheets, in Oxford-street, some 20 years ago, when Mr. William Broome was in business.

5802. Can you allude to any employment you have had since that time?—I have not had any immediate employment, not in passing any contracts, not in delivering goods.

5803. Have you ever been engaged in making linen goods?—We have made a very large quantity of linen goods; a very large quantity of linen palliasses for mattresses.

5804. For whom?—For Woodrowe & Rowe; and I made a very large quantity of Navy coats for Early & Smith, and also for Woodrowe & Rowe.

5805. General *Codrington.*] Lately?—I think in May last, 1856; I think it was May; but about that time.

5806. Viscount *Duncan.*] In the year 1856?—Yes.

5807. *Chairman.*] For what department was that?—It would be the Navy department, I should think; the great coats were pilot coats, such as we make for the Navy.

5808. They are inspected at Deptford, I presume?—The linen goods are inspected at Deptford, and the palliasses I made, because my van delivered a quantity there one day from Woodrowe & Rowe's, so I was positive they were so.

5809. Have you ever attended any of those inspections at Deptford?—Never; only on one occasion that I named, 20 years ago.

5810. Can you give the Committee any information as to the passing of that bedding at Deptford?—No further information than what I have heard; I could not give you any information, not from my own personal knowledge.

5811. Have you supplied any shirts?—No, I never supplied any shirts; I introduced the shirt trade into Dublin in 1849-50, and made a very large quantity of shirts at that time.

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5812. What was the name of that contractor?—It was for a large wholesale house, Messrs. Robinson; I used to make about 90 dozen; we employed in Dublin something like from 600 to 800 hands; I was the first that took the shirts from London to be made up in Dublin.

5813. Have you ever been engaged in passing goods through the Government stores for any parties?—Not at all.

5814. You are not acquainted with any receivers of stores?—No.

5815. Have you any information to give us at all?—Only from hearsay; from reputation; none personally.

5816. Have you been employed by Messrs. Hebbert & Company?—Yes.

5817. Do you know Colonel Wetherall?—I have seen him at Messrs. Hebbert's.

5818. Have you had any conversation with him?—When I have been at Messrs. Hebbert's, whilst I have waited for Mr. King or Mr. Dowie, I have chatted with him, and entered into conversation with him.

5819. Did you ever give him to understand that at the present time military supplies are only to be passed by indirect means?—I have repeated what I have heard, and I suppose he has drawn the same inference that I have drawn; I believe it is a notorious fact, although I do not know that it is comeatable, that nothing can be passed without a bribe.

5820. Viscount *Duncan.*] Where?—At the different stores.

5821. *Chairman.*] What grounds have you for making such a statement as that?—From my experience with the large wholesale houses, and knowing the managing men, and knowing what they have told me.

5822. What have they related to you so derogatory to public men?—Mr. Le Pine, who has the managing of Messrs. Woodrowe's department of contracts; I think he has a large contract; I have made an immense quantity of palliasses for them, and he has told me that he had great difficulty in getting any of those garments passed either to the army or the navy stores until they took in Mr. Smith's son, of Deptford.

5823. The object of this Committee is to arrive at the truth, and I am requested to inform you, that you will be protected if you shall in your examination make a true and faithful statement, and disclose, to the best of your knowledge, all matters and things to which you shall be examined?—They had great difficulty in getting their various stores passed until they took into their house Mr. Smith's son, at a salary of 30 *s.* a week.

5824. *Chairman.*] What is the nature of the firm of Messrs. Woodrowe?—They are shirt manufacturers, and also contractors for the navy and the army.

5825. Have you worked for them?—I have done a great deal of work for them during the last year from April to September, or to the time of my accident in October; and I think I took a sum of from 200 *l.* to 300 *l.*, over 200 *l.*, for work that I had done for them in making up garments.

5826. Were those shirts for navy purposes?—Some of them were for navy purposes; the linen palliasses were for navy purposes.

5827. Both articles are worked to pattern, are they not?—They are worked to the sealed pattern; they should be.

5828. Were they rejected, or passed?—Some of their things are rejected, and some are passed. Here are two samples of shirting (*producing the same*); one was from the sealed pattern to which part of the order was made, and the other part was purchased. If the Committee will allow me, on the next occasion I will bring you samples of linen to show how they are passed when they are deficient in weight, by damping of them.

5829. When do you allude to?—At the time I mentioned that, I passed a contract some time ago; 20 years ago.

5830. The Committee do not care about that?—I do not know whether the same process exists; I merely said that the process of damping of them is still pursued as then. If an article is of light weight, you damp it to bring it up to the weight of the pattern.

5831. Who pursues that system?—The contractors.

5832. Is not that a dishonest mode of proceeding?—If the sheets are damped very much, they become mildewed and become worthless.

5833. You have no evidence that those sheets had passed the inspection?—No, I have no means of knowing that.

5834. What is your object in bringing forward those two pieces of linen?—

One

One of these was the sealed pattern, and a very large quantity of those shirts were made, and about 300 dozen of an inferior quality were passed with the others.

5835. The first supply was by the sealed pattern, and the others were purchased?—They were; the supply was not equal to the sealed pattern.

5836. Was this during the war?—Last year; I think it was in April or May.

5837. I do not understand the inference that you wish the Committee to draw from producing those two pieces of linen; one is of a quality inferior to the other, but where is the error in the shirts?—The difference would be somewhere about 4 *s.* or 5 *s.* a dozen. If you had 300 dozen of an inferior quality passed at the same price as the 300 dozen to pattern, you lose from 4 *s.* to 5 *s.* a dozen on the 300 dozen.

5838. But if the Admiralty thought fit to make a private purchase of 300 dozen shirts, why not?—I have nothing to say about that; I only speak of one contract.

5839. Mr. *T. G. Baring.*] What contract do you allude to?—Messrs. Woodrowe & Rowe's; they sent sealed samples to a west-end house.

5840. Colonel *Gilpin.*] Not the Government?—Not to the Government direct.

5841. Viscount *Duncan.*] At what date?—Either in April or in May 1856.

5842. Mr. *T. G. Baring.*] Do you mean to state that there were 300 dozen good shirts and 300 dozen inferior shirts mixed together, and sent in for inspection, and that they were all passed?—Yes.

5843. The inferior shirts were passed with the good?—Yes.

5844. That was a fraud on the part of the contractor?—Decidedly.

5845. Messrs. Woodrowe & Rowe?—No; they only made 300 dozen.

5846. General *Codrington.*] Who was the other contractor?—Of course, being protected, I can say; Isaacs' & Campbell's were the others.

5847. *Chairman.*] Have you done any work for them?—I think I received between 400 *l.* and 500 *l.* from January to June, or January to May; 480 *l.* I think it was.

5848. Were they employed to make those inferior shirts?—Messrs. Woodrowe & Rowe had an order for best shirts, and the others, as well as the materials, were purchased at a wholesale house in the City.

5849. Did you work for Messrs Isaacs & Company up to the time when you had the accident?—No, not to within two or three months. I think my last delivery was somewhere about May.

5850. How long were you employed by them?—I think it was the latter part of 1855, but I really have not the dates.

5851. You are not at all acquainted with any of the Government servants of Deptford who are engaged in inspecting clothing?—No, I am not.

5852. Mr. *Jackson.*] You are acquainted with Mr. Le Pine?—Yes.

5853. Did you meet him about the 6th of February last?—I was walking down Oxford-street; I think it was about the 4th or 5th.

5854. Did he state to you that a supply of Messrs. Hebbert's clothing would be rejected?—He told me that Messrs. Hebbert's had, one or two days previously, delivered two waggon loads of goods, having a Marine contract, and they were all going back.

5855. Are you certain that that was on the 4th or 5th of February?—Yes, I am positive, from a document I have here in Mr. Le Pine's writing, dated the 6th of February. I came up from Hastings, and it was either the 5th or the 6th.

5856. Did he state to you the reason why they were to be rejected?—He said that the cloths were three ounces short in weight; and he said that the cloths were all going back, because Mr. Smith did not approve of Messrs. Hebbert having the order.

5857. He stated to you that Mr. Smith did not approve of Messrs. Hebbert having the order, and therefore the whole were going to be returned?—Yes.

5858. Did you state to Mr. Le Pine at that time that, for a sum of 50 *l.*, you would undertake to put all straight?—No, I did not.

5859. Did anyone state to you that, for 50 *l.*, matters might be put straight?—No; no one.

5860. Neither directly nor indirectly?—No.

5861. No conversation took place as to a sum of money putting matters straight?—I believe, in March, when I came to town again to consult Dr. Hewett, I called in and saw Mr. Dowie, and I think Colonel Wetherall was standing there.

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5862. *Chairman.*] Mr. Dowie is a partner in the firm of Messrs. Hebbert, is he not?—Yes; and he said, "What you stated when you were here last was correct." Mr. Dowie said that.

5863. Sir *C. Napier.*] Was Colonel Wetherall present?—Yes; he said, "All our goods are come back, every one;" and I said, "Well, I believe it is possible to have them all passed even now." Colonel Wetherall said, "How would they be passed?" and I said, "There is a mode, which is, if you like, to expose the system, and get your goods passed—then expose it;" and he said, "No, our house is too respectable to offer a bribe; we could not do it. How would you do it?" and I said, "Well, if you like to give me 50 *l.*, and Doctor Hewett says I can attend to business, I will try to negotiate it for you."

5864. Mr. *Jackson.*] Had you any conversation with Mr. Simpson on this subject?—I did not see Mr. Simpson from the latter end of December up to the 1st of April last year. When I went to Chatham I saw him, and I said, "Why, Messrs. Hebbert's goods are all rejected;" and he said, "I know they are."

5865. *Chairman.*] When you made that offer to Messrs. Hebbert & Company, did you believe that such an arrangement was practicable?—From what I knew had been done I was perfectly well assured that if they had liked to have done it it could be done.

5866. What do you know about it?—Only from what Mr. Le Pine has told me they were obliged to do.

5867. Who is he?—The manager of Messrs. Woodrowe's.

5868. Mr. *Jackson.*] I think you stated that Mr. Smith had one son at Messrs. Woodrowe's?—Yes.

5869. Has he another son at Messrs. Dolan's?—I do not know; Mr. Le Pine has the entire management of Woodrowe and Rowe's, and he said that he frequently took shirts for Mr. Smith. By-the-by, Colonel Wetherall asked me, whether I knew Mr. Smith of Deptford, and I told him no, I had never seen him.

5870. The Committee are to understand that you got information from Mr. Le Pine that led you to know (notwithstanding those goods were examined on the 13th of February) upon the 5th or 6th of February that they would be rejected on two grounds, first, because the cloth was three ounces light, and secondly, because Mr. Smith did not approve of Messrs. Hebbert having the contract?—Yes; I distinctly state that.

5871. You know of your own knowledge that one of Mr. Smith's sons is in the employment of Messrs. Woodrowe & Company?—He was there when I went backwards and forwards in business, but I have not been there for the last six months.

5872. Was he there in February last?—Yes.

5873. Viscount *Duncan.*] Did you see him there at that time?—No.

5874. Mr. *Jackson.*] It is evident from the nature and scope of your business that you could not have manufactured 100,000 garments without being brought into connexion with all the parties who have been from time to time making supplies to the Government; can you name any other party who has in conversation created the impression in your mind that, for a sum of money or in some other way, goods could be passed to the different departments which otherwise might meet with difficulty, independently of Mr. Le Pine?—I have worked for the master tailor of the 6th Dragoons; formerly he managed my business for me in Oxford-street, 10 years ago, Mr. Battersby; I think he would be rather a reluctant witness, but I think Mr. Battersby could give the Committee a great deal of information of the manner in which they are passed at the present time, more than I can.

5875. You stated that you had worked for Gilpin's, for Isaacs', and for Dolan's?—Yes.

5876. You have had various business transactions with those firms. Have you ever been led to suppose that through any influence whatever they got their goods passed?—I have only drawn the inference, from the shirts being passed of Messrs. Isaacs in the manner that they were, that they were passed under a bribe of some sort.

5877. Viscount *Duncan.*] Where were those shirts supplied by Messrs. Isaacs passed?—I think at Mark-lane; but Mr. Le Pine or Mr. Elliot will tell you. Mr. Le Pine was at the examination, and saw how they were passed.

5878. Who is Mr. Elliot?—He is one of the inspectors.

5879. What

5879. What was the date of the transaction?—Mr. Le Pine can tell you, I was not present.

5880. You were not present at the passing of the shirts?—No. I had never been present at the passing of any of the goods.

5881. Mr. *Jackson.*] I understand your business to be that of a man who receives large quantities of cloth cut up, and you get it made up?—Yes.

5882. You employ the labour which converts the cloth, or calico, or linen, into garments?—Yes.

5883. You have been brought more or less into contact with various parties who have been contractors for the different Government departments?—Every one.

5884. You have come to the conclusion, from all you have heard, that there exists great favouritism, if not something worse, in passing those goods?—I could not come to any other conclusion from what I had been told. There is one thing that I omitted to mention: Mr. Le Pine told me at the time that he gave me the information, with regard to Messrs. Hebbert's clothing, that their house, Messrs. Woodrowe & Rowe's, had received an order for 200 pairs of marine trowsers.

5885. At the time that those goods were going to be inspected?—He did not state that; he merely said, "We have an order for 200 pairs;" and to show that we were rather particular, Mr. Smith selected 60 pairs of the very best of our 200, and they were returned to Woodrowe & Rowe.

5886. Mr. *T. G. Baring.*] Which Mr. Smith do you mean?—The storekeeper at Deptford.

5887. Do you know whether Woodrowe & Rowe contracted for any trowsers for the Royal Marines?—I have not been in their house since my accident.

5888. Did they ever tell you that they contracted for trowsers for the Royal Marines?—Mr. Le Pine told me that they had an order for 200 pairs, whether they contracted for them, or how they had the order, I cannot state.

5889. You only make this statement upon the authority of Mr. Le Pine?—Yes, certainly. He will state the exact circumstances.

5890. *Chairman.*] You say that you offered to facilitate the passing of Messrs. Hebbert's goods for 50 *l.*?—Yes.

5891. Did you state that to Messrs. Hebbert & Company?—Mr. King, sitting in the room, said, "What would you do, Ludlow?" or something like that, merely in conversation; and I said, "What I should do would be this, if the thing was quiet; Mr. Smith's son is only getting 30 *s.* a week, offer him 300 *l.* or 200 *l.* a year, and you will find that you will have no difficulty with your order."

5892. Viscount *Duncan.*] What was Mr. King's reply to that?—He said, "We are too respectable. We could not do anything of the sort."

5893. What was the next suggestion that you made?—I made no other.

5894. Colonel *Gilpin.*] How did you mean to lay out this 50 *l.*?—I should have given it to Mr. Le Pine, and told him the circumstance.

5895. And would you have allowed him to lay it out?—Yes; I could not have done it myself, not knowing the parties.

5896. *Chairman.*] What reason have you to suppose that Mr. Le Pine, the agent of another firm, would undertake to offer 50 *l.* as a bribe?—From my personal knowledge of him, and from what he has told me repeatedly.

5897. There is no connexion between Messrs. Woodrowe & Company and Messrs. Hebbert & Company?—None whatever.

5898. Mr. *Jackson.*] You say, from what he has told you repeatedly, you inferred that he would do the job?—Yes, he would.

5899. What has he told you so repeatedly; when, and under what circumstances, have you had any conversation with Mr. Le Pine, to enable you to come to the conclusion that he could do the job?—Previous to August of last year, I may say that there was hardly a day passing that I was not in communication with Mr. Le Pine, and he repeatedly told me that there was nothing; he has shown the surplus cloth that he has purchased from various parties that had been given to the army; he had it for sale, the lace and twist and thread; but he will tell you more about this, because he will tell you the same as he has me.

5900. Anything more?—I could not tell you more, but that is the amount of it.

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5901. Did he say anything about money being given?—Not then; I have seen him give money to the old Chelsea pensioners.

5902. Mr. *Corry.*] Did you ever hear of any specific case in which it was alleged that Mr. Smith had accepted a bribe for passing the clothing?—No.

5903. Viscount *Duncan.*] Did you ever tell any one that he had received money?—No.

5904. Did you ever tell any one that it was your belief that Mr. Smith had exercised undue influence in the examinations at Deptford?—I have said this much, that Mr. Smith was the one that passed the goods more than any one else.

5905. To whom had you said that?—To Mr. Simpson, and I think to Colonel Wetherall; I think I have said it in Messrs. Hebbert's house.

5906. Have you said that often in Messrs. Hebbert's house?—Very likely I have, frequently.

5907. Have you frequently been in th habit of going into Messrs. Hebbert's?—I always called in to see Mr. Dowie.

5908. How long had you been employed by Messrs. Hebbert & Co.?—I think from the latter end of 1854.

5909. From a period in 1854 up to October last, had you been frequently in the habit of going into Messrs. Hebbert's house?—I never came to town without calling in to see Mr. Dowie, and have a chat with him.

5910. Were you in the habit of seeing Colonel Wetherall during that period?—Sometimes I have seen him, but not often; when I have gone into the counting-house, which has not been very often.

5911. Did you ever state to Colonel Wetherall that Mr. Smith exercised undue influence in passing clothing at Deptford?—I have stated what I have stated here, to him frequently, when I have seen him; when I have been in there, and stated it to Mr. Dowie.

5912. When did you first state it to him?—I cannot tell you.

5913. How long ago?—I cannot tell you. Had I not had a document, I should not have been so accurate; my memory is very treacherous.

5914. If your memory serves you well enough to recollect that you have stated that repeatedly to him, I think your memory may serve you to tell how long ago it was since you first spoke to him on the subject?—I could not; not to be particular as to dates or times.

5915. Within six months?—From the 1st of January 1855 I have been there repeatedly, and I had done more work for Messrs. Hebbert in 1855, than in any year previously.

5916. You might have stated that to him in 1855?—In 1855 or 1856.

5917. *Chairman.*] When you stated that undue influence had, as you thought, been exercised, did you couple the name of Mr. Smith with that statement or not?—Only as regards the marine contract; with that I did.

5918. You stated just now that the excess of cloth, tape, and other things is bought by the different contractors; have you ever bought any yourself?—I bought some lace, I think it was in the spring of 1856, at about half price; it was worth about 7 *s.* 9 *d.*, and I bought it at 4 *s.* 3 *d.*

5919. From whom?—I will bring you the invoice; I could not tell you; I have tried to remember; I cannot tell you the name, nor could I tell you the time, but you shall have the invoice. I took 20 gross of it to Messrs. Dolan's, to show them the article and the price, and I left it with them. He sent for the manufacturer, to ascertain how it was done, for his impression (that is, Mr. Dolan's) was that this lace was stolen from their place; they had had a great many cloths stolen.

5920. Mr. *Jackson.*] You do not know that these came from any Government establishment?—No.

5921. General *Codrington.*] Whom did you buy that from?—From a shopkeeper.

5922. Where?—I will bring you the invoice.

5923. Where did the transaction take place?—The lace was brought to my house in the Wandsworth-road.

5924. *Chairman.*] Have you any reason to suppose that was part of a contract supply?—I was making a large quantity of embroidered tabs, and the lace was required for the edges of them. I can give you the invoice.

5925. Mr.

5925. Mr. *Jackson.*] Could you find out the party from whom you bought it?—Yes.

5926. Can you recollect his name?—No; but I can give it to you with the invoice.

5927. Colonel *Gilpin.*] You have stated that if they would offer 50 *l.* you would pass the things, and you mentioned that in Messrs. Hebbert's house?—Yes.

5928. You have since stated, in answer to my question, that if you had received that money you should have given it to Mr. Le Pine; but Mr. Le Pine is not connected with Messrs. Hebbert's house?—Not a bit; but he is very intimate with Mr. Smith, the storekeeper.

5929. The son, or the father?—Both the son and the father.

5930. You have been largely concerned in this matter; have you ever been in the habit of giving a bribe to any of the officials?—Only at the time that I named, 20 years ago.

5931. To any one?—I have not been accustomed to do so; all my trade has been in manufacturing.

5932. Have you been in the habit of doing so?—No.

5933. Have you been indirectly a party to anything of the kind?—No.

5934. Was it your object to benefit Messrs. Hebbert; or what was the object when you spoke of giving 50 *l.* to Mr. Le Pine?—It was to show Messrs. Hebbert that their goods could be passed if they liked, and I made that statement to Colonel Wetherall; I said, "If you will allow me, I will carry it out; at least, I will try, and you may then expose it if you think proper."

5935. Messrs. Hebbert told you that it was a thing that a respectable house like theirs could not do?—Colonel Wetherall said that they would not do anything of the sort.

5936. Mr. *Jackson.*] Have you, in the course of your business experience, ever administered a bribe to any one?—At the time that I had this contract for sheets, I gave either 5 *l.* or 10 *l.*; the storekeeper told me to damp the linen to their weight, for they tested the garments by weight, and then they would pass.

5937. Lord *Clarence Paget.*] Who was the party?—I do not know.

5938. What was his name?—I do not know; you can find out the date of the contract.

5939. Mr. *Corry.*] Are you sure it was the storekeeper?—Yes.

5940. *Chairman.*] Where?—At Deptford.

5941. Viscount *Duncan.*] Did you give that money with your own hand?—Yes.

5942. Sir *Charles Napier.*] To the storekeeper?—Yes.

5943. Viscount *Duncan.*] Twenty years ago?—Yes.

5944. Mr. *Corry.*] What year was that?—I cannot tell you, but I can give you the exact date and time of delivery, and every particular, when I come again.

5945. Mr. *T. G. Baring.*] Do you mean the storekeeper, or the foreman of stores?—The storekeeper, the man who received the stores from the porter with me.

5946. That is the foreman of stores, not the storekeeper?—I do not know.

5947. The storekeeper is a superior officer, and the foreman of stores is an inferior officer?—I will get you the name; by looking to the returns, you will be able to see the name of the person.

5948. Are you aware that the storekeeper has nothing whatever to do with the receipt of those stores by the inspector?—No; I am not aware how the inspection takes place.

5949. Viscount *Duncan.*] Subsequently to 20 years ago have you ever given money to any Government official?—I never delivered any goods only on this one occasion, when the goods were returned. I went with the porter to bring them back, and the foreman or the storekeeper, or whatever name it was, received 5 *l.* or 10 *l.* from me, and told me that they were weighed and passed; they were passed. We brought them home and damped them, and took them back, and they were all passed.

5950. Are the Committee to understand you to say that that was the only occasion on which you passed goods?—The only one that I ever passed goods for the Government.

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5951. Sir *Charles Napier.*] Are you a contractor?—No, I only manufacture for the contractors.

5952. Since you found that 5*l.* so successful, did you ever intimate to contractors the way of doing it?—I never named the subject, but to Colonel Wetherall at Messrs. Hebbert's.

5953. You never mentioned it as a way of passing goods to any person but Mr. Le Pine?—To Colonel Wetherall at Messrs. Hebbert's, merely in conversation.

5954. You have stated, that you told Mr. Le Pine the way of doing it?—No.

5955. Viscount *Duncan.*] When did you mention this to Colonel Wetherall?—It must have been, I should say, at the time I told him his goods were all coming back; that they were three ounces short.

5956. You had a conversation with Colonel Wetherall about this at different times?—Frequently when I have seen him.

5957. Where have you generally seen him?—In the counting-house of Messrs. Hebbert.

5958. Have you ever seen him anywhere else?—No.

5959. Have you ever met him anywhere else but in Messrs. Hebbert's counting-house?—No.

5960. When did you see him last?—Not since last March, I think.

5961. That was the last occasion?—Yes; I have never seen him since March last, the 22d of March; I called in as I came from Dr. Hewett's, and showed him my prescription from Dr. Hewett.

5962. Was that in consequence of the accident you experienced?—Yes.

5963. Was that previous or subsequent to the 23d June last?—Then I did not see him.

5964. I think you were in town on the 23d or 24th June?—Yes, my trial took place then; I did not see Colonel Wetherall at all at that time; Mr. King called upon me to sympathise with me after the trial; I had not been to Messrs. Hebbert's up to the 23d of March.

5965. Mr. *T. G. Baring.*] You have stated that you have no personal knowledge of Mr. Smith?—Yes.

5966. You have stated, that in an interview with Colonel Wetherall and other gentlemen at Messrs. Hebbert's, that you were ready to bribe Mr. Smith with 50*l.*?—I would have given the 50*l.* to Mr. Le Pine, and let him negociate the matter if he could.

5967. You have stated that you believe Mr. Smith's son was in the employ of Messrs. Woodrowe & Rowe, do you know that to be the fact?—Yes.

5968. Was that the reason why you concluded that Mr. Smith would accept the money?—From general conversations I had had with Mr. Le Pine; it was not because Mr. Smith's son was in Woodrowe & Rowe's employ that I presumed Mr. Lepine would do it.

5969. Did you ever hear from Mr. Le Pine that Mr. Smith had taken money from him or any other contractor?—I have heard from Mr. Le Pine that Mr. Smith had taken shirts from him.

5970. Without paying for them?—As a present, without paying.

5971. Did he state without paying for them?—He did, as a present: "I have frequently taken Mr. Smith a box of shirts."

5972. Did you ever hear him say that Mr. Smith had taken money?—Never.

5973. All that you have stated as to Mr. Smith, you heard from Mr. Le Pine?—Entirely; no one else.

5974. Your evidence is a repetition of statements made to you by Mr. Le Pine?—Yes, entirely; no one else.

Martis, 28° die Julii, 1857.

MEMBERS PRESENT.

Colonel Boldero.	Mr. T. G. Baring.
Sir Charles Napier.	Viscount Duncan.
Mr. Jackson.	Lord Clarence Paget.
Lord Claud Hamilton.	Mr. Philips.
Colonel Gilpin.	Mr. Brown Westhead.
Mr. Corry.	Mr. Newdegate.

COLONEL BOLDERO, IN THE CHAIR.

Mr. *David Ludlow*, called in, and further Examined.

Mr. *D. Ludlow.*

28 July 1857.

5975. *Chairman.*] HAVE you any other evidence touching the mode of supplying goods at Deptford?—I have the prescription that I spoke of to Colonel Wetherall, and I have also some bills which I promised to bring this morning.

5976. Have you any additional evidence to give connected with the supply of goods at Deptford?—No other additional evidence.

5977. Mr. *T. G. Baring.*] You have stated that you had a document from Mr. Le Pine which would confirm you as to the conversation you had with him, which you stated was on the 4th or 5th February last; have you brought that document?—I have; and it is an order from Mr. Le Pine, dated the 6th February 1857.

5978. How does that prove the date?—He wrote that the day after I saw him.

5979. How do you know that it was the day after?—From my making an appointment to meet him the day after and to go with him to Mr. Lockwood.

5980. You recollect meeting him the day before he signed this?—Yes.

5981. Where did he sign it?—In the Borough, where I was staying.

5982. Where?—At a coffee-house.

5983. What coffee-house?—I cannot tell you the name of it, but I can get it; my memory is so much impaired that I cannot recollect it, but it is a few doors from the Bridge House Hotel.

5984. Did you see Mr. Le Pine on any other occasion but that?—Not until the sale of the furniture on my premises in the Wandsworth-road.

5985. Did you see him before that?—Not since he called upon me in October, when I went down to Hastings.

5986. As your memory has been impaired, is it not possible that you might have seen him before, and not recollect it?—No; if I had seen him I should have some memorandum of it; all the dates of my seeing him I took from the documents I have, and those that were with me at the time I saw him. I could get you other evidence, but I have not been in business in London since October.

5987. Have you any letters from Mr. Le Pine?—I have two.

5988. *Chairman.*] Have you any documents bearing upon the evidence you gave the other day?—There is Mr. Davis' list of prices, which I put in on Saturday.

5989. Who is Mr. Davis?—An army contractor, who sends his goods to Weedon. And it shows that the goods are 25 per cent. below the price that they could be manufactured for.

5990. Mr. *Jackson.*] You stated the last time you were here, that you had bought a quantity of lace, and that you would bring his account. You have produced this invoice:

Mr. D. Ludlow.

Bought of Wm. Banks,
2, Crown-street.

1856:		
February 15.	20 Gross White Lace, 4 *s.* 6 *d.*	£. 4. 10.

Received cash, Four pounds Ten shillings,
W. Banks.

Mr. *D. Ludlow.*

28 July 1857.

Have you compared the price of this white lace, for which you paid 4 *s.* 6 *d.*, with the price at the present time for a similar article?—I have.

5991. From whom have you obtained the price?—From Messrs. Davis, of the Long-acre; this is the list I had of them:

Prices for Army Lace.

	s.	*d.*	
⅜ inch white - - - - - - -	6	–	per gross.
½ „ red - - - - - - -	7	–	„
½ „ scarlet - - - - - - -	7	–	„

Davis & Co.,
Army Lacemen,
100, Long Acre.

5992. Are they manufacturers or suppliers of lace?—They are the manufacturers who supply it to the Government at the present time.

5993. I see the price put down by them for half-inch white is 6 *s.* per gross: were the 20 gross that you bought of the same size?—Yes.

5994. And of the same character?—Of the same character and quality, and of the same pattern, with the exception of one, being manufactured by Appleton.

5995. Is there such a difference in the quality or pattern as would make up for the difference of 25 per cent. in the value?—I think not; I should say certainly not.

5996. May I ask if you know who William Banks is?—I know nothing of him, except from that transaction of the lace. It was brought to my house.

5997. Is he connected with the firm of Banks & Co., 103, Fore-street?—I do not know; he was there apparently as if he was master of the house, and the same party.

5998. Are you aware whether Messrs. Banks & Co. are wholesale clothiers, in the habit of contracting with the Government?—I am not aware. I should state that on Friday evening, when I called for that invoice, I asked him whether he purchased these goods of the military tailors; and he said he did.

5999. That was after you had been examined last Friday?—After I had been examined here; but on Saturday when I pressed him very closely to give me the names of the parties he purchased them of, he said, "I cannot give you the names; they were brought to the shop."

6000. He stated distinctly that he had bought this lace from parties connected with the clothing department of the Government?—Yes.

6001. Colonel *Gilpin.*] When you say "military tailors," do you mean the regimental tailors?—That is what I should presume.

6002. Mr. *Jackson.*] Do you mean the master tailor who cuts up the cloth, and the materials supplied by the contractors, and makes them into clothing, or do you mean the regimental tailor, such as Messrs. Dolan & Co.?—No; I mean the military tailors who cut off the cloth and have the goods supplied to them; this being surplus.

6003. You have produced an invoice, dated 15th February 1856, for 20 gross of white lace, and you have given the price that you paid for it, 4 *s.* 6 *d.*; you have put in a list of the present prices for a similar article, which cost 6 *s.* per gross; since your examination here, you have seen the party of whom you bought that at 4 *s.* 6 *d.*, and he has told you that he purchased that lace from parties who were in the habit of cutting up cloth and materials supplied by Government contractors for the army or the marines, as the case may be?—Yes.

6004. You asked him afterwards whether he would have any objection to give you the name of the party, and that he has declined to do?—That he declined.

6005. Mr. *T. G. Baring.*] Are you quite certain that he said the marines?—No, he did not say the marines.

6006. Mr. *Jackson.*] Have you anything else to state with reference to this invoice beyond what you have stated?—Only that that invoice is dated yesterday.

6007. Do you mean to say that Mr. Banks has now in stock the quantity of materials specified in this invoice?—That is what he had yesterday.

6008. And

6008. And he is ready to dispose of it now?—Yes, to me.

6009. Did he state to you that he had bought this present stock, which he has now in hand, at a similar price to that for which he had purchased the other?—He did not state that; but if I wanted 12 gross of red lace, he had been offered it, and he could get it for me.

6010. At 4*s.* 6*d.*?—At 4*s.* 6*d.*

6011. In the conversation you had with him, did he lead you to suppose that he could get the supply stated in this invoice, and the 20 gross of red lace, from parties connected with the Government department?—He did, and I think you would get at it by getting the 20 gross of red lace, and then I think you would get the exact party he would get it of.

6012. You are of opinion that if steps were taken to purchase through Mr. Banks 20 gross of red lace, you might ascertain the party from whom he bought it?—I think so.

6013. *Chairman.*] To whom did you sell the lace?—I made it up.

6014. You are in the habit of making up large quantities of cloth; are you also in the habit of buying materials of Mr. Banks and other people upon similar terms to those you have mentioned?—No, I have not bought anything but this. I was compelled to find for the soldiers' straps white lace, and this white lace was brought to me as being very cheap.

6015. Colonel *Gilpin.*] For whom did you make it up?—I do not know whether I made it up for Messrs. Hebbert or for Messrs. Isaacs, without referring to my books to ascertain that.

6016. You took a contract from one or the other to make certain things?—To embroider the straps for the soldiers.

6017. Mr. *Jackson.*] The Committee understood you to say that this contract for shirts was a matter much discussed in the City; did you take the trouble to communicate with anyone in connexion with the Government departments?—I took the trouble to take two shirts and two samples of shirting to Mr. Ramsay, at the War Office; I showed him the samples, and also the shirts, and told him what was discussed in the City.

6018. What did Mr. Ramsay then say to you?—He said, "Ludlow, you have got hold of a cock-and-bull story; you may depend upon it there is nothing in it." I think those were his words. He said, "However, I will send down for satisfaction's sake, and make inquiries;" and when I called some little time afterwards he said he had made inquiries, and found I was mistaken; that it was not as was represented in the City.

6019. Colonel *Gilpin.*] It was represented that 300 dozen good shirts had been passed and 300 dozen bad ones?—That 300 dozen good ones had been passed, and that 300 dozen bad ones had passed with them.

6020. Did you represent that to Mr. Ramsay?—I did.

6021. Mr. *Jackson.*] What was the contract for these 300 dozen of bad shirts?—The order was 600 dozen.

6022. To whom?—To Messrs. Isaacs and Campbell.

6023. Viscount *Duncan.*] You say you represented that 300 dozen of good shirts had been passed with 300 dozen of inferior shirts?—Yes.

6024. You made that statement to Mr. Ramsay?—I did.

6025. When?—At the time that it was discussed in the City. I cannot recollect as to dates. Mr. Ramsay will be able to tell you the circumstance, I have no doubt. He will be better able to recollect it than I am.

6026. *Chairman.*] Was it this year, or last?—It was in 1856.

6027. Viscount *Duncan.*] Did you make that statement verbally, or in writing?—Verbally; I had no written communication with him.

6028. When you say it was discussed in the City, by whom was it discussed there?—I heard it mentioned by Mr. F. Davis, of the firm of Moses, Son & Davis. I heard it mentioned at Messrs. Woodrowe's, and by Mr. Frank Ward, the agent, who offered me these bad shirts at Christmas 1855.

6029. Whose agent is he?—He is a shirt manufacturer in Aldermanbury. Whether he is an agent, or in business for himself, I would not undertake to say.

6030. By whom else did you hear it discussed in the City?—At Messrs. Woodrowe's.

6031. By any one else?—Not that I can recollect.

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6032. When you mentioned the circumstance to Mr. Ramsay, did you refer him to any party in the City?—I did not.

6033. Have the kindness to state to the Committee what the statement was that you made to Mr. Ramsay when you informed him of the circumstance?—I said, "Here are two shirts, one of which is the same as the sealed pattern that was sealed at this office, one of which is the supply; these shirts have been passed as one." I think as near as possible, that was the substance of what I said.

6034. Did you take the two shirts to Mr. Ramsay at the time you made the statement?—I think I did. I must have done so, or I could not have shown him the patterns.

6035. Where did you procure them?—One from Mr. Ward; I think I had two of Mr. Ward out of the samples he sent to my office, and the others I had from Mr. Woodrowe.

6036. What others?—Showing the difference as well in the shirts as in the cloth.

6037. Colonel *Gilpin.*] Mr. Ramsay told me it was a cock-and-bull story?—Yes.

6038. Did he subsequently tell you that he had made inquiries, and found that it was not true?—He did.

6039. When did he tell you it was not true?—A day or two afterwards.

6040. *Chairman.*] Messrs. Isaacs' goods went direct to Messrs. Woodrowe and Co.?—Mr. Alfred Woodrowe and Mr. Rowe, of Gosport, are both here, and they can tell you.

6041. Messrs. Isaacs and Co. were not engaged to supply the Government, but were engaged to supply Messrs. Woodrowe & Co.?—Messrs. Isaacs and Co. had an engagement to supply the Government with 600 dozen shirts; 300 dozen were made by Messrs. Woodrowe, and 300 dozen were bought of another firm.

6042. Who had the original contract for 600 dozen?—Messrs. Isaacs and Campbell.

6043. Sir *Charles Napier.*] Do you say that 300 dozen of the bad shirts were received without being looked at?—Without being looked at.

6044. Do you know that yourself?—No.

6045. Were the 300 dozen of good shirts looked at?—They were.

6046. Is that hearsay also?—Yes; Mr. Le Pine, who went to pass the 300 dozen of Messrs. Woodrowe's shirts, saw the examination of the whole 600 dozen, and he reported this.

6047. That is merely the talk in the City?—That is all.

6048. You say you were offered the bad shirts?—These very shirts I was offered at 18 *s.* or 19 *s.* per dozen.

6049. How do you know they were the same as those that were offered to the Government?—Because Mr. Ward, who offered them to me, afterwards told me that he sold them to Messrs. J. and J. Wilson, of Wood-street.

6050. Do you know of your own knowledge that the same goods were offered to you as were offered to the Government?—Certainly not.

6051. Do you know of your own knowledge that the 300 dozen bad shirts were passed and received by the Government?—Certainly not; I think if I had time I could get evidence to substantiate everything I have said.

6052. Lord *Claud Hamilton.*] It appears that you gave evidence that Messrs. Woodrowe supplied 200 pairs of trousers to the marines, and that 60 pairs of those were rejected; but you say that that information was obtained of Mr. Le Pine; is that correct?—It is quite correct that I was told so.

6053. Will you inform the Committee what happened to those 60 pairs; were they sent in again and passed?—It being stated that they were sent in to Deptford again; I think 27 were again returned, and ultimately they were again sent back.

6054. So that ultimately the whole were taken?—the whole of them.

6055. When that story was told you, was it as an exemplification of the favouritism exercised towards those parties, and that the original rejection was merely a blind?—The conversation was such that it certainly made that impression upon me.

6056. Mr.

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6056. Mr. *T. G. Baring.*] The whole of these statements were made upon the authority of Mr. Le Pine?—Entirely.

6057. You know nothing of your own knowledge respecting it?—No.

6058. Have you had any communication with Messrs. Woodrowe & Co. on other subjects?—I have been at this place once since my accident, but nothing relative to this transpired.

6059. Were you never in Messrs. Hebbert's employ at Chatham?—No, never.

6060. What were you doing at Chatham?—I was working machines there, the same as I was in the Wandsworth-road.

6061. Your own machines?—No, they were not mine, they were Messrs. Hebbert's. Messrs. Hearley & Smith, and several of the wholesale houses, said that if I would bring these sewing machines into practical use they would supply me with machines.

6062. Why did you leave that business?—Because I met with my accident.

6063. Subsequently to your being at Chatham have you had any intention of setting up in business for yourself?—I have always been in business for myself; since 1838 I have been a servant to no one.

6064. Have you applied to Messrs. Woodrowe & Rowe to supply you with machines?—I applied to them, as well as Messrs. Hearley & Smith, and to Messrs. Davies, Moses & Co.

6065. Have you applied to Mr. Le Pine to supply you with machines?—Certainly.

6066. Did you ever ask Mr. Le Pine to lend you money?—There were many transactions with us. In May or June I went into his countinghouse, and he lent me 40 *l.*, the first time after many years that I had known him.

6067. Do you know Thomas Smith, junior?—Only by seeing him there.

6068. Did you ever speak to him?—I may have said "Is Mr. Le Pine in?"

6069. Did you ever speak to him with respect to any money transactions?—I have not.

6070. Are you quite certain?—There is something flitting in my mind that Mr. Le Pine said, "Smith has always got 500 *l.* or 600 *l.* capital by him, and he is very anxious for his son to get into business, and whether he would like him to join you with the machines I do not know." I think there was something of that sort, but I did not discuss with Smith's son about this; it was merely with Mr. Le Pine.

6071. Can you say that you had no conversation with young Smith respecting money?—None whatever, because I was not upon those terms with him to ask such a thing as that.

6072. You say that some conversation passed between you and Mr. Le Pine about money which old Smith had, and which Mr. Le Pine thought might be used in starting you in business?—No; Mr. Le Pine said, "Smith's father has always between 500 *l.* and 600 *l.* spare capital by him, and I do not know whether he would like to advance that for his son to join you or not."

6073. What answer did you give to that?—I said, "Well, you can try him," or something like that.

6074. You asked Mr. Le Pine to try whether you could not get an advance from Smith?—You may call it so, if you please, but it was of no moment, because Smith's son is of that age that it was nothing but a mere suggestion.

6075. You said to him "You may try?"—To try if Smith would advance the money.

6076. To whom was it to be advanced?—To me.

6077. Was it advanced?—Certainly not.

6078. Did Mr. Smith decline to advance it?—I do not know that he was ever asked; it was mere idle conversation.

6079. I understand you to say that he was to advance it to you, to start you in business?—No; he was to advance it to his son to enable his son to be with me, because Mr. Le Pine said that the 30 *s.* a week that Messrs. Woodrowe were paying Smith's son was more than he was worth, or more than they felt justified in paying for what they got passed.

6080. You say it was from kindness to Messrs. Woodrowe that you wanted to get young Smith?—No.

6081. What was it for?—To purchase machines with the money; it was

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even discussed prior to that whether Messrs. Woodrowe themselves would not join me.

6082. Was it or was it not to get an advance of money to start you in business?—In order to purchase machines; I was established in business from the year 1850.

6083. Is it not the case that you failed at Colchester last year?—No; I have never failed. I had a little freehold, and a friend of mine came down there and said, "You are living beyond your means here, I will come down and see whether I can do you any good;" I sold all my goods, and he went round and got my creditors to take, some 10 *s.* and some 13 *s.* in the pound; many of them I have since paid in full, and have their receipts.

6084. You were examined the other day upon an action which was tried?—Yes.

6085. I have your cross-examination upon oath, in which you state that you let your business in Colchester, and that you compounded with your creditors in 1855?—I have just explained that.

6086. Is not that a failure?—I have paid them since; I do not call it a failure, because I did not go through the Insolvent Debtors' Court. I carried on the business from that time up to January 1856, and then a friend, whom I paid 20 *s.* in the pound, gave me 220 *l.* for the business; if I had failed he would not have given me that. I have only one desire, and that is to give you the truth of this matter.

6087. If your communication with Mr. Le Pine, respecting money belonging to Mr. Smith, senior, was not for getting an advance to you, what was it for?—To purchase machines; we wanted to purchase a number of machines, and if you wish to go into that, I must tell you that 95 *l.* of the purchase money which I had for my business in Colchester, in July 1856, was in bills at four and six months. I gave them to Mr. Le Pine, and he said Messrs. Woodrowe would not advance the cash on them because of their long dates; on the 2nd of October he got me to draw two bills of 35 *l.* each, one of which he sent to Mr. Matthews, who supplies the caps to the Government, and the other to Mr. Smith, a brother-in-law of his, and that is what his letter refers to. That is the whole of the transactions which I have had with him in money matters.

6088. I wish to bring you back to the communication which you had with Mr. Le Pine, and through him with Mr. Smith, senior, respecting an advance of money?—I had no communication with Mr. Smith; and the conversation with Mr. Le Pine had nothing whatever to do in my own mind with probability; it seemed an improbability that Mr. Smith, senior, would advance a lad 500 *l.* or 600 *l.* to purchase machines.

6089. You say you told Mr. Le Pine that he might try; did you never think of asking him whether he had succeeded?—Never.

6090. You never spoke to young Smith upon the matter?—I never had any conversation with young Smith, beyond asking, "Is Mr. Le Pine in?" or "Good morning."

6091. Mr. *Jackson.*] Are parties who are manufacturers of large quantities of clothing, in the habit of manufacturing them by the patent sewing machines?—Messrs. Dolan & Company manufacture all their goods by sewing machines.

6092. Is it the custom for those houses to find the sewing machines, and for the parties who make the goods to use them, the charge for using them being calculated in the cost of manufacturing the material?—I believe it is generally so.

6093. Was that your arrangement?—No; my arrangement with Messrs. Hebbert was that they should advance me 10 *l.* on each machine, to work them.

6094. Who paid the wages?—I did.

6095. Then it was a mere arrangement between you and Messrs. Hebbert & Company, that they should find the machines, and provide 10 *l.* each, to work them, you finding the labour, and paying the wages?—Exactly so.

6096. Did you engage and discharge the workpeople?—Everyone.

6097. They were your servants?—Entirely.

6098. Who is William Wellsby Smith, who endorses one of the bills that you have produced?—He is the brother-in-law of Mr. Le Pine; I never saw him; but I believe he is a grocer.

6099. Do you state that you will be enabled to furnish the Committee, if time is given you, with the names of the parties who dealt in the identical shirts you have

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have alluded to from time to time, and which were offered to you up to the time of their becoming the property of the Government?—I believe so; I believe I can give evidence to establish the general opinion that nothing can be passed without direct or indirect bribery.

6100. Can you mention the name of anyone who was present when the six dozen shirts were examined?—Mr. Le Pine was present.

6101. Lord *Claud Hamilton.*] Did Mr. Le Pine tell you that he had experienced a difficulty in getting his goods passed previous to having young Smith in his establishment?—He said, "We had a difficulty in getting our goods passed until we got young Smith with us."

6102. And did he say since that young man had been with them their difficulties had disappeared?—He said they had not been so great.

6103. Mr. *Jackson.*] You say that Mr. Le Pine said that Smith had always 500 *l.* or 600 *l.* by him; did he speak of any other property?—He said he had shares in the Unity Fire Office.

6104. You do not know that of your own knowledge?—I do not.

6105. Lord *Clarence Paget.*] Do you know young Smith personally?—I just know him.

6106. Viscount *Duncan.*] When you say that the shirts are the identical shirts, I ask you whether you ever saw any shirts passed by the Government?—Never.

6107. How do you know they are the identical shirts?—I say I can only give you the evidence; Mr. Le Pine was present, and if you ask him whether the strings were not of different colours, to show which could or could not be examined, he will tell you.

6108. You say that your arrangement with Messrs. Hebbert ceased at the time of your accident; what was the nature of the accident?—One train run into the other.

6109. Was that upon the Eastern Counties Railway?—At Stratford.

6110. Did you bring an action against the Eastern Counties Railway Company?—I did.

6111. What was the nature of the action you brought against them?—The nature of it was such, that after my cross-examination the Company offered me 200 *l.*, besides what they had paid into court; and in consequence of Mr. Edwin James, my counsel, not appearing, and in consequence of my witnesses not being called, the jury did not understand the case, and they gave in a verdict that the 500 *l.* which had been paid into court was sufficient, after the Company had offered me more than twice through Mr. Hawkins, 200 *l.*, as well as that which they had paid into court.

6112. Did not Mr. Jones, a surgeon in the Walworth-road, state that previous to the action coming on you offered to arrange the affair with the Company for 100 *l.* and the expenses?—Mr. Jones stated that he saw me the first week in December; but I can say he never saw me after the 29th November.

6113. Did he say that you authorised him to settle with the Company for 100 *l.*?—He came to me and said, "If I get you 100 *l.* you must give me 20 *l.*

Mr. *John Bryan*, called in, and Examined.

Mr. *J. Bryan.*

6114. *Chairman.*] WHAT engagement have you now?—I am a Currier and Army Contractor.

6115. Have you ever had any contract with the Government?—Yes.

6116. For what?—Caps and accoutrements.

6117. Have you any contract at this moment?—I have one from the Ordnance for the Tower Store contract; they are now sent to Weedon; I and my father have had them continuously for the last 50 years, for the marines, but I have no contract with the marines now.

6118. When did they cease?—Twelve months since.

6119. Did you tender for it?—No.

6120. Mr. *Jackson.*] I think your late firm was that of Bryan, Price and Co.?—Yes.

6121. I believe that one of your partners, now deceased, was Mr. John Peto?—Yes.

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6122. I am told that that firm was obliged to bend under circumstances?—It was; it became bankrupt.

6123. You went through the Gazette?—Yes.

6124. Were you in partnership with your late father?—Yes.

6125. How long do you recollect transactions connected with your house?—I have been a partner for the last 18 or 20 years.

6126. Your firm has been in the habit of supplying caps and other materials to the marine forces for many years?—Caps, and formerly knapsacks; but of late years we have only supplied shakos and forage caps.

6127. Have you, in the course of your communication with the Government for supplying them with various articles, been brought more or less into communication with Mr. Smith?—Yes; I have always seen him attending the committees at Deptford.

6128. Was he the main instrument of passing the goods?—He was the only inspector.

6129. Upon him depended whether the goods passed or not?—To a certain extent.

6130. You always considered it necessary to satisfy Mr. Smith, otherwise your goods would not pass through the ordeal they had to go through?—Most certainly. We always looked to him that they should always pass his inspection before their going before the committee of officers.

6131. Feeling convinced in your own minds that if there was any hesitation on his part to pass the goods, there would be a greater risk of their being rejected?—There would, of course, if he could not represent them to be fit for the service.

6132. And therefore it became essentially necessary to be on good terms with him?—The principal thing would be to supply a proper article for the service.

6133. I must repeat my question. It was essentially necessary that the firm should be on good terms with Mr. Smith?—Precisely.

6134. I believe you did make arrangements, whereby you did become on very good terms with Mr. Smith?—No; excuse me. Some seven years ago we had a great deal of difficulty in passing some forage caps, and in consequence of the colour not exactly matching the pattern, we had great difficulty. My foreman tendered two or three guineas to Mr. Smith, but he rejected it, but for his services in endeavouring to get the caps passed through the committee, I sanctioned the offer of it.

6135. Do you ever recollect your late partner, Mr. Peto, having a conversation with you on the subject of having made all straight with Mr. Smith?—Yes, I do.

6136. Have you any objection to relate the circumstance?—It is but recently; about 18 months ago.

6137. State it to the Committee?—Mr. Smith, on one occasion, or on two or three occasions, first called at our office in Westminster, to suit his own convenience, I believe, on one or two occasions, telling us to send in particular sized caps; and he has been asked to partake of refreshment, such as brandy-and-water. I never followed out the thing myself; but on this one particular occasion I recollect my partner coming down, and telling me, "Well, it is arranged;" or "I have arranged to do as the other contractors have done."

6138. Did he mention the names of other contractors?—I said, "What contractors; what do you mean?" He said, "The same as Dolan's and Almond's."

6139. You understood from your partner that he had made the same arrangements to satisfy Mr. Smith as the firms of Dolan and Almond had made?—Yes.

6140. Did he or did he not use the word "commission"?—It was not "commission," it was "interest," I think.

6141. Recollect whether it was the word "commission"?—"Commission" or "per-centage;" "per-centage" was the word.

6142. Did you understand, from what passed between you and your partner, that in making that arrangement with Mr. Smith, and giving him a per-centage, you were entitled to his good services?—That was the object, most certainly.

6143. You

6143. You can have no hesitation, then, in stating to this Committee that in agreeing to pay that per-centage to Mr. Smith which other houses, according to the statement made by your partner, did, it was for the purpose of making your goods pass the inspection of the Board?—I have no hesitation in saying that these goods were passed, provided they were equal to the pattern.

6144. But you thought that the step taken by your late partner was one necessary to enable these goods to pass?—No; I do not consider it was absolutely necessary.

6145. But to a certain extent?—To a certain extent it was.

6146. If the step he had taken for the benefit of your concern had not been taken by him, you would not have felt so comfortable with reference to the goods passing as you did after the arrangement?—I should certainly not.

6147. May I ask you where your books are?—In the Court of Bankruptcy.

6148. Did you keep the books?—The cash-book; the clerks kept the other books.

6149. Cash received and cash paid passed through your own hands?—Yes, through my clerk.

6150. Under your superintendence?—Yes.

6151. The money received and the money paid was known to you as the partner who had charge of the cash transactions?—I ought to be in possession of all those facts.

6152. Under what head do you debit such items as you would pay Mr. Smith under the circumstances I have alluded to?—I have never given any money to Mr. Smith.

6153. I did not ask you whether you have given him money or not, but I ask you under what head you would debit such items as you would pay Mr. Smith under the circumstances I have alluded to?—"Expenses."

6154. Can you get at those books, and can you point out to this Committee from those books the various sums that your firm has paid under the head of "expenses" for similar purposes?—Certainly; I have never given money to Mr. Smith.

6155. But your books being in the Court of Bankruptcy, and you having had charge of these books, I ask you whether, if these books were placed before this Committee, or before three or four men who understand what books are, you will be able to point out the various sums which your firm has defrayed for similar transactions to this with reference to Mr. Smith?—I have had no other transactions; I have had no occasion for it; my books would show all that you require.

6156. May I ask you whether there is any record in your books of any per-centage paid subsequently to that transaction?—Certainly not; there has been no necessity for it; I have not given any.

6157. Did the fact of your not paying anything to Mr. Smith, under that agreement, arise from your bankruptcy?—Yes, it did partly so.

6158. Viscount *Duncan.*] Had you not been bankrupt, would you have paid anything to Mr. Smith?—Yes, probably I should.

6159. How much would you have paid?—I cannot tell you, for I never made any arrangement; it was done through my partner.

6160. Were you not aware of the arrangement which your partner made?—No.

6161. Is your partner dead?—He is.

6162. You were not aware at the time of the arrangement that your partner made?—I was not.

6163. When were you first aware of what the commission would be?—I have not been aware at all of what the commission would be; I have not been made acquainted with that.

6164. How did you expect to become aware of what that commission would amount to?—My partner would have told me if I had put that question to him.

6165. You never did put the question to him?—No.

6166. Therefore you were not aware of what the commission would be?—No.

6167. You said you would have paid Mr. Smith; how much would you have had to pay him?—I cannot tell what it would be until we were called upon to pay it.

6168. Has Mr. Smith ever called upon you to pay it?—Never.

 6169. Sir

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6169. Sir *Charles Napier.*] Did you know that a commission was to be paid?—Only from what my partner told me.

6170. Mr. *Corry.*] No payment was actually made under that agreement?—No payment was actually made.

6171. Mr. *Jackson.*] May I ask the amount of the transactions you were engaged in with the Government at that time, in which the goods would have to pass under Mr. Smith's superintendence?—I could not tell; but it would not exceed 1,000 *l.*

6172. Of course the per-centage would be upon the amount?—Yes.

6173. That portion of your business you left in the hands of your late partner?—He had the whole management of it.

6174. He took the active or business part, and with him rested these transactions?—Yes.

6175. You coincided with him when he thought it necessary to report it to you?—Yes.

6176. Lord *Claud Hamilton.*] When Mr. Peto mentioned that he had made this arrangement with Mr. Smith, did you not clearly understand that it had for its object that your goods should have a greater facility of passing at the examination?—That was our feeling.

6177. You have stated that no money passed, because no necessity had arisen for it; I should like you to explain what would have been a necessity which would have justified the fulfilment of it?—An application for money.

6178. And that money, had it been paid, would have been entered in your book as "expenses"?—Just so.

6179. Did you ever lend Mr. Smith any money?—I once lent Mr. Smith 20 *l.*, and he repaid it me.

6180. He repaid it to you?—He repaid it back to Mr. Peto, he says, but I am not quite positive of that; he told me, some time after that, upon my making application for money.

6181. You asked for the money, and were told that Mr. Peto had received it?—Yes.

6182. Have you any record in Mr. Peto's handwriting of the receipt of it?—No.

6183. Lord *Clarence Paget.*] Did Mr. Smith give you a note of hand?—No.

6184. Lord *Claud Hamilton.*] Has Mr. Smith recently asked you any question as to your recollection about the per-centage?—No.

6185. Sir *Charles Napier.*] Did you ever ask Mr. Peto, when he was alive, whether Mr. Smith repaid him the 20 *l.* or not?—No, I never gave it a thought.

6186. You took it for granted?—I did not know that it was paid; I took it for granted that it was not.

6187. Mr. *Jackson.*] Was the loan entered in the cash-book as against Mr. Smith?—Yes, it appeared in my ledger.

6188. Have the assignees ever applied for it?—I do not know.

6189. Have you written it off?—I should imagine from their not applying for it, that it is written off as a loss.

6190. Was it written off by you, or by your book-keeper?—It would be by the accountant.

6191. Viscount *Duncan.*] Was this 20 *l.* a private transaction between your late partner and Mr. Smith?—Yes.

6192. In which you were in no way concerned?—Yes, I was a party concerned in it.

6193. Then did you take Mr. Smith's note of hand?—No.

6194. How were you aware that Mr. Smith owed the money to Mr. Peto?—It was entered so, "Bryan and Peto."

6195. Were you present when the money was lent?—I lent it myself.

6196. How long ago was that?—Only eighteen months ago; it is not so long ago. it was last July.

6197. Mr. *Philips.*] Did you take an I O U for it?—I do not think we did; it was to be returned in a few days.

6198. Mr. *Corry.*] You say that you considered that the arrangement made by your late partner with Mr. Smith, would ensure the passing of your goods, provided they were equal to the pattern; do you mean by that, that unless his goodwill

goodwill were secured, there would be a danger of the rejection of the goods, although equal to the pattern?—That there would be a difficulty.

6199. Have you any reason for entertaining that opinion, that there would be a difficulty in passing the goods, unless his goodwill were secured?—No more than the fact that other contractors were doing the like.

6200. Mr. *Brown Westhead.*] Had you had many rejections previously?—No, not a great many.

6201. Mr. *Corry.*] How did you know that other contractors were doing the like?—From the fact of my partner telling me he had entered into the arrangement.

6202. How did that show you that other contractors did so?—My partner had the principal management of these things. I am not so *au fait* at giving a reply as I should be had I been present at this meeting.

6203. Mr. *Brown Westhead.*] Had you no conversation with your partner about the time at which he came to you, and told you that he had made this arrangement?—At this time new stipulations or regulations for contracts had come out, and they were so exceedingly stringent, that we found that unless some such arrangement was made, there being no appeal, that however careful we might be, our goods would probably be sent back, and thought it was necessary to do as others were said to be doing.

6204. You thought your goods, if equal to the pattern, would in that case stand less chance of rejection?—Yes.

6205. Sir *Charles Napier.*] Have you ever heard it reported amongst contractors that it would be wise to fee Mr. Smith?—No.

6206. It is not the general conversation in the City that that is necessary?—I have not come in contact with contractors lately from my unfortunate position, and therefore I have had no opportunity of having any conversation about it.

6207. Have you ever heard it reported that to pass goods it was necessary that some one should be feed?—No.

6208. Mr. *Jackson.*] From what your partner told you after his interview with Mr. Smith, when he stated he had made an arrangement to pay the same per-centage as Messrs. Dolan and Messrs. Almonds, had you any doubt in your own mind that these two firms paid the same per-centage?—I believe they did.

6209. I believe you have been subpœnaed here?—I have, otherwise I should not be here.

6210. Are you apprehensive that, by giving this evidence in the candid manner you have done, it may interfere with your business matters hereafter?—It ought not to do so.

6211. Are you apprehensive that it may do so?—I am.

6212. Are you afraid that it may interfere hereafter with your business arrangements?—My fear is that I may give offence to the Government authorities.

6213. Or to some of the subordinates?—Yes, just so; I am speaking of subordinates when I speak of the Government.

6214. And you fear the consequences of what you say?—That is my fear.

6215. Viscount *Duncan.*] Did you ever hear of anyone being injured by the Government, in consequence of his having spoken the truth?—No, I cannot say that I have.

6216. Lord *Claud Hamilton.*] Do you think that the feeling you have expressed is generally entertained by persons in a similar position?—I think it is.

6217. Mr. *Jackson.*] If you had not been summoned, you would not have appeared here?—Certainly not.

6218. Starting again in life, you felt that, to a certain extent, it would jeopardise your position?—I cannot be too particular.

6219. You fear that prejudice may exist against you, in consequence of your coming here to give evidence?—That is my feeling.

6220. Mr. *Philips.*] Not amongst the heads of the departments?—No, amongst those who have the inspection of our goods.

6221. *Chairman.*] Have you had large contracts with the Government?—Very large.

6222. To what extent?—With the Government generally perhaps 50,000 *l.* or 60,000 *l.* a year.

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6223. Have you had many goods rejected?—A very great many at times.

6224. Have they ever afterwards been received upon a second delivery?—Not unless they have been put to rights again.

6225. But they have been received?—Yes; on all occasions we send them back again.

6226. Mr. *Corry.*] Had you any rejected after the arrangement you made with Mr. Smith?—We never sent in any supplies afterwards.

6227. Viscount *Duncan.*] What was the object of your making an arrangement with Mr. Smith?—With the idea of sending in supplies; but our bankruptcy put a stop to it.

6228. Sir *Charles Napier.*] If it had not been for your bankruptcy, you would have tendered for other goods?—We should have done so.

6229. Did you supply the late Board of Ordnance?—I believe we do so now.

6230. How is the system of inspection conducted there?—Never having seen the inspectors, I am pleased to say that we get on very well indeed; but I do not know who has the inspection of goods.

6231. Is the same arrangement made with the Board of Ordnance that you made with Mr. Smith?—No.

6232. Or with any other people except Mr. Smith?—No.

6233. He is the sole and only person with whom your house has made any arrangement?—The sole and only person.

6234. Mr. *Philips.*] You do not know whom you could get hold of at Weedon?—I have never been to Weedon.

6235. You do not know the individuals by whom the goods are passed?—I do not.

6236. Mr. *T. G. Baring.*] You stated that some time ago money had been offered Mr. Smith by you, or by some one connected with your house, and refused?—Yes.

6237. Can you say when that was?—It might be six or seven years ago.

6238. Was it about 1851?—Previous to that, I think.

6239. Who offered the money?—Our foreman.

6240. With your knowledge?—With my partner's knowledge, and I knew of it afterwards, but not at the time it was about to be offered.

6241. He did not consult you about it?—He did not.

6242. Was there any subsequent transaction in which money was offered by your firm?—No; the fact of Mr. Smith refusing was enough to stop my ever attempting it.

6243. What was your belief in consequence of his refusing the money?—My belief was that he was above it.

6244. Was any servant of yours discharged?—Yes; I discharged him in consequence of that, and in consequence of his bad behaviour in doing things without my knowledge.

6245. If it was done with the consent of your partner, why did you discharge him?—The reason I discharged him was, his allowing this thing to go on continuously, giving cause for rejections.

6246. You think the goods were rejected from proper causes?—No doubt the caps were not of the proper colour.

6247. What is the name of your foreman?—Cowan.

6248. Did any transaction take place between you and Mr. Smith subsequent to the transaction with your late partner?—None at all.

6249. During that time no attempt was made by you to bribe Mr. Smith?—Not by me.

6250. Nor by your partner?—I cannot answer for him.

6251. Can you state whether it is the case that hundreds of pounds have passed between you and Mr. Smith?—I am confident that not 100*l.* has.

6252. It has been given in evidence by Mr. Bischoff that you stated that hundreds of pounds have passed between your house and Mr. Smith?—He must have referred to our contracts.

6253. Without your books, can you inform the Committee that no other transaction has taken place?—My books will not show anything of the kind.

6254. Even if they do not show it, has any such transaction taken place?—I believe not.

6255. You

6255. You are not aware of any?—I am not.

6256. You have no objection to inform the Committee?—I should be too happy to tell you all I can, but I have never given him anything.

6257. You say that this arrangement between your partner and Mr. Smith was 18 months ago?—About that.

6258. You then had a contract with the Admiralty?—We had.

6259. Was that a contract dated 21st of May 1855 for caps with balls?—I should say so.

6260. If under two contracts for 1854 and 1855 you have had no rejection, what interest had you in making any arrangement?—It was only as to what we were likely to do under the present regulations, which I consider exceedingly severe.

6261. This contract is dated May 1855, and therefore it was in operation when this arrangement was proposed?—Just so; it must have been about the time that we entered into that contract.

6262. Eighteen months ago would be January 1856?—Yes.

6263. Is not that much later than May 1855?—Of course.

6264. Then at the time you were informed by your partner of the arrangement, you had a contract with the Government?—Yes.

6265. Under that contract had there been any rejection?—No.

6266. If it was the case, that no rejection had taken place under the contract, why should you wish to make an arrangement with Mr. Smith?—It was from the fact perhaps of his services that we had no rejections.

6267. If those services were not paid for, why should they have been rendered by him?—I suppose our goods were so good in quality that there was no cause for rejection.

6268. What reason was there for your entering into any arrangement with Mr. Smith?—I cannot give you the views of my partner; I think the rules are so stringent, that however good our goods may be, if the parties choose they are certain to be rejected.

6269. The date of the contract to which you allude must be May 1855; were these contracts under the same regulations?—The last two.

6270. Still you had no rejection?—No.

6271. You say that there was no arrangement proposed by your partner until 18 months ago; how do you account for that?—I suppose our goods were so good that they could not reject them.

6272. When did the increased stringency of the regulations commence?—About 18 months ago.

6273. Your contract is dated May 1855?—Then I am wrong as to the date; I must go back to the last contract when those stringent rules were enforced.

6274. You say that no supply has been furnished by you since this arrangement was proposed by your partner with Mr. Smith?—No.

6275. And by the returns I find that no rejection took place under your contract of May 1855?—No.

6276. Then how can you say there was a difficulty in passing your goods under these regulations?—I cannot say what difficulties would arise, because we had not supplied them under those regulations.

6277. Explain what you mean with respect to the regulations?—I refer to the regulations which guide the contractor in his making an offer for the supply of goods. In our previous contracts we have always, if caps have been rejected, had an opportunity of replacing them without a fine, and now we cannot do that; we are fined, and the articles are purchased elsewhere.

6278. For what period has that change taken place?—I think it must have been two or two and a half years ago.

6279. But I find that you have a contract in November 1851, and that 1,070 caps were rejected?—Yes.

6280. But under the other two contracts of the 23d March 1854 and May 1855 there were no rejections. I wish you to reconcile the statement that this arrangement was made in consequence of some new regulations with the fact that no rejections had taken place?—We took especial care that there should be no cause for it.

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6281. If that was the case, and you took care to supply goods equal to the pattern, why should you attempt to bribe Mr. Smith to help you to pass the goods?—It was only because it was stated that other contractors were likely to do the same, and we thought it policy to do it also.

6282. Are you sure that you are not alluding to a letter which prohibited withdrawals at Deptford?—No, I am not alluding to that; I never heard of it.

6283. You allude to the terms of the printed contract?—Yes; the regulations that guide the contractor, and which are submitted at Somerset House on the taking of the contract.

6284. I understood you to say that subsequent to the arrangements with Mr. Smith no supply was furnished by you at Deptford?—Supplies were furnished by the Bankruptcy Court, who carried out this contract for a short time.

6285. Could the Court of Bankruptcy have kept any terms that were made with respect to commission?—No.

6286. Are you aware whether these supplies were rejected or not?—They were not.

6287. Can you state any instance of goods which would have been rejected had it not been for the influence used by Mr. Smith?—No.

6288. Did you ever hear of anything of the sort?—No.

6289. Have you ever heard that goods not equal to the pattern, and which should have been rejected, have passed the examination owing to the influence of Mr. Smith?—Never.

6290. That being the case, and you having given these answers, I do not quite understand with what object this arrangement could have been entered into by your partner?—I can give you no further explanation, I must leave you to draw your own inference.

6291. Had you then intended to make a tender?—No, I do not know that I should do so with the present stringent regulations, and with no appeal.

6292. But it does not appear that you have had any rejections?—But it does not follow that we should not have had.

6293. Lord *Claud Hamilton.*] Do I understand you that in the case of the two previous contracts, when you had no rejections, the stringent regulations were enforced?—I think they could only have been in force at the time of the last contract.

6294. Was there any difference in respect to the treatment of your goods in that instance as compared with former instances?—Not any.

6295. How do you explain your former statement, to the effect that you had acted wisely in carrying out this arrangement?—We thought that we should have delivered goods, and I do not know how to explain that any more than our being able to keep the goods up to the proper quality and pattern.

6296. Was there any intention of not being so particular in the quality of the goods?—No, not any.

6297. Mr. *Brown Westhead.*] Have you had any rejections during the last four or five years?—Yes.

6298. Of what goods?—Our contract has always been for caps.

6299. Were these rejections more frequent latterly than they were before?—I am not aware that they were.

6300. What led you and your partner to consult upon the propriety of making terms with Mr. Smith?—Not knowing the conversation between my partner and Mr. Smith I cannot answer that question.

6301. Were you not very much surprised then when your partner announced to you that he had made terms of that character, so dissimilar to anything that had previously occurred?—I did feel surprised, very much so.

6302. Lord *Claud Hamilton.*] You assented to it, thinking that it would be a good investment?—My partner had assented to it.

6303. And he managed that part of the business?—He had the entire management of it.

6304. Sir *C. Napier.*] Do you know what induced your partner to make this arrangement?—No.

6305. Did he never tell you?—No.

6306. You must have had some conversation as to the propriety or impropriety of making an arrangement to pass the goods?—I do not think that that was even broached to him before.

6307. I understood

6307. I understood you to say that you knew that Mr. Smith had been offered 3 *l.*, and that he had refused it?—I knew it was refused.

6308. You are quite aware that it was refused?—Yes.

6309. Were you not therefore very much surprised when your partner stated to you that a man who had refused a bribe, had afterwards agreed to accept one?—Seven years had intervened, and the regulations for supplying these things had been altered, leaving no court of appeal up to the time I am speaking of.

6310. Do you think that the more stringent regulations justifying parties in offering bribes to servants of the Government?—No doubt of it; this man is only paid 70 *l.* or 100 *l.* a year, while 100,000 *l.* worth of goods are passing through his hands.

6311. How much was he paid when your goods formerly passed through his hands; was he paid more or less than he is at present?—I cannot tell, it is only a supposition of mine, that he is only receiving now 100 *l.* a year.

6312. Did you ever hear that Mr. Smith exercised any undue influence over the president of the committee which passed the goods at Deptford?—No.

6313. You are quite sure that you never heard that, or never said it to any one?—I am quite sure that I never said anything like that to any one.

6314. Mr. *T. G. Baring.*] You have stated this conversation between you and your partner; have you any other reason, except this conversation, to believe that any arrangement was made between your partner and Mr. Smith?—Not any.

6315. Has Mr. Smith ever spoken to you about that arrangement?—Never.

6316. When did your partner die?—Two months since.

6317. On his death did Mr. Smith come and mention any arrangement?—No.

6318. Has he ever applied to you for money under the arrangement?—Never.

6319. You have spoken of the influence which you supposed Mr. Smith to exercise; have you ever been at Deptford?—I have myself attended the inspection.

6320. Were you present when the committee examined the goods; since when?—For the last 16 or 17 years myself or my partner.

6321. When did you last attend?—Two or two and a half years ago, it might be.

6322. Had you any conversation with Mr. Smith?—The tradespeople are ushered into his room.

6323. Were you present when the committee examined the caps?—I was in the adjoining room, in case it might be necessary to call me in.

6324. Can you speak, of your own recollection, as to the manner in which the committee examined the caps?—I cannot tell; they are selected and taken in by Mr. Smith, and their opinion is then given upon them as to their being fit for the service or not.

6325. Were you in the large room at Deptford?—Yes.

6326. And you saw the caps carried into the next room?—Yes.

6327. You have stated that you cannot tell whom you may make your enemy in giving this evidence; if you offered for the Marine contract, do you suppose that any prejudice could arise to you from your having given this evidence?—I hope not.

6328. How could there possibly be any prejudice if the lowest tenders are accepted?—I do not know how they are accepted, because we are not allowed to be present when they are opened.

6329. Are you not called in and told that your tender is accepted?—No, we are apprised of it by letter.

6330. You have stated that new and stringent regulations have been introduced lately into the contracts; have you the last three contracts which you have made with the Government?—I dare say I could find one or two of them.

6331. Before you gave your evidence, had you examined any of them?—No, I had no idea of what I was to be examined to.

6332. When was your attention first drawn to there being any alteration in the form of contracts?—When we last tendered.

6333. You tendered in May 1855?—Yes.

6334. You found out then that some fresh and stringent regulations had been introduced?—It might be the one prior to that; I know it was not so five or six years ago; we had the opportunity then of replacing our rejected caps.

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6335. Was it not in 1851?—I believe not.

6336. How is it that the only rejections of these took place under the contract of 1851?—I cannot tell.

6337. I am at a loss to understand the ground of your complaint?—I am not making any complaint.

6338. You stated that the stringent regulations justified you in bribing the agents of the Government; I wish you to explain what those stringent regulations are, when they were first introduced, and how they justified you in bribery?——From the fact of your not allowing the rejections to be replaced, by levying fines, applying to other houses to replace those things which you ought to give the contractor an opportunity of doing.

6339. Under your contract of 1851, it appears that 1,070 caps with balls were rejected, and that five per cent. was charged as a fine; I can find no rejections, and no fines subsequent to that?—I am not aware of any since that.

6340. You cannot charge your memory with the time when this great change in the terms of the contract took place?—Two years ago.

6341. You stated that the change was so great, that it justified you in bribing the agents of the Government; I want to know when that change to which you attach so much importance took place?—I cannot tell.

6342. Did it not make any impression on your mind?—It did.

6343. From the moment that the change took place you, with others, have been endeavouring to bribe the agents of the Government?—I have not, and have not admitted having done so.

6344. Do you not think that a tacit consent on your part to the arrangement with Mr. Smith, which you say that your partner made, was bribing the agents of the Government?—It is very much like it.

6345. Then you have consented to bribe the agents of the Government?—My partner said he had consented to do it.

6346. It was done with your knowledge and consent?—It was done, and then I was told of it afterwards.

6347. Did you or did you not consent to that arrangement?—I was bound to consent from the fact of my partner having already agreed to it.

6348. You say that having consented to the arrangement, you had no idea of the amount that was to be paid?—I have not the remotest idea, so little importance did I attach to it at that time.

6349. You say that this change took place in 1854, and you have stated also that this alleged agreement with Mr. Smith took place 18 months ago, and consequently that would be two years after the alteration took place?—Within a few weeks of that I was in the Court of Bankruptcy.

6350. I understood you to say that this change in the regulation took place in 1854?—1854 or 1855.

6351. You say that this alleged arrangement on the part of your partner with Mr. Smith took place in the beginning of 1856?—It would be 18 months ago.

6352. Consequently there would be a year or nearly a year during which you had a contract with the Government under these stringent regulations, and yet you considered that those regulations justified you in attempting to bribe the agents of the Government?—Our supplies were very inconsiderable about that time, the supply of marine caps came only two or three times a year.

6353. You had a contract in March 1854, and another in May 1855?—Probably the amount of one of those contracts would not exceed 500 *l.* or 600 *l.*

6354. No rejections took place?—The number was so inconsiderable.

6355. What difference would the number make?—The greater the number the greater liability to rejection.

6356. I find that no rejection did take place?—It would be from the fact of our supplying the goods of proper quality.

6357. You were able by supplying the goods equal to the pattern to pass them without any bribes?—Just so, there is no difficulty about it; a shako is not like clothing; the thing is so small that there need not be any rejections.

6358. The thing being so small, where was the necessity of making an arrangement with Mr. Smith?—Because Mr. Smith told Mr. Peto, I presume, that he had made similar arrangements with other contractors, and Mr. Peto thought it wise to do the same; Mr. Peto told me that he had entered into such an arrangement.

6359. Did

6359. Did he tell you that Mr. Smith had applied to him to make the arrangement?—No, he did not.

6360. Lord *Claud Hamilton.*] Did the first suggestion come from Mr. Smith?—Most certainly from Mr. Smith.

6361. Mr. *T. G. Baring.*] To whom?—Mr. Peto or myself would never have had an idea of submitting such a thing.

6362. Did the original suggestion of the 3 *l.* come from Mr. Smith or from your agent?—From our foreman.

6363. Then how do you know that this proposition came from Mr. Smith to your partner?—I cannot say any more than what my own feeling is.

6364. Lord *Claud Hamilton.*] Did the fact of Messrs. Dolan and Messrs. Almonds having made this arrangement come to your knowledge through Mr. Peto's statement that Mr. Smith had told him?—I understood Mr. Peto to say that Mr. Smith had mentioned the matter to him.

6365. Viscount *Duncan.*] When did Mr. Peto state that to you?—At the time I am alluding to, some 18 months ago.

6366. So far as I understand, on the former occasion the offer of a bribe to Mr. Smith originated with your foreman?—Yes.

6367. Mr. Smith on that occasion refused the bribe?—Yes.

6368. Then what induces you now to suppose that Mr. Smith had changed his mind upon the subject of a bribe?—Nothing more than the stringent alterations made in the contracts; the subsequent regulations which bind the contractors were so much more severe and strict.

6369. The question I ask you is this; have you ever had any contract with the Government subsequently to the period when these regulations became more stringent?—Yes.

6370. What was the date of that contract?—I cannot tell you.

6371. Are you quite sure you have had contracts with the Government subsequent to the alterations you have alluded to?—Quite.

6372. Did you think it wrong on the part of your partner to attempt to bribe an agent of the Government?—My partner did not attempt to bribe; he was asked to do the same as other houses were doing, to allow a per-centage; that is what I believe he stated.

6373. Does that, or does it not, in your opinion amount to a bribe?—I suppose it would amount to a bribe.

6374. Then, I ask you, do you consider it wrong in your partner to attempt to offer a bribe to an agent of the Government?—Why put us in that position, to be obliged to do the like of it?

6375. Did you state just now that other houses were in the habit of offering bribes to the agents of the Government?—No, I do not think that I did; we understood they were about to allow a per-centage, and we were asked would we do the like.

6376. Do you know of your own knowledge that other houses have offered bribes to any other agents?—No.

6377. You do not know it of your own knowledge?—No.

6378. Do you of your own knowledge know that any other house has offered any per-centage for their goods to be passed?—No.

6379. You cannot speak to that fact?—I cannot.

6380. Sir *Charles Napier.*] Do you think that Mr. Smith refusing to take a bribe from the foreman and taking it from your partner might arise from the fear of the foreman disclosing it?—No; I think it was from his feeling that he ought not to have been tempted, and I respected the man for it.

6381. If he refused it from the foreman, why should he take it from the partner?—I cannot say, that he can answer for himself.

6382. Have you ever since this Committee has been sitting, heard any report about fees being paid by the contractors to Government officers?—No.

6383. You have heard no talk at all about it?—I have not.

6384. Viscount *Duncan.*] Did you consider it your duty to inform any member of the Government that per-centages had been offered to any officer of theirs?—No; certainly not; I should never have done so; it was never in my power, and I do not know how I should have set about it.

6385. Mr. *T. G. Baring.*] Did you ever, throughout these transactions at

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Deptford in the Marine contracts, obtain any advantage through Mr. Smith over any one else?—In my opinion, we did not.

6386. You decidedly say that?—I decidedly say that.

6387. It has been stated in evidence by Mr. Bischoff that information from you was obtained through Mr. Phillips; have you ever seen Mr. Phillips frequently?—I have.

6388. When?—The night before last.

6389. Who is Mr. Phillips?—A clerk in Messrs. Hebbert's house.

6390. Have you been in communication with him respecting this case?—No; he first asked me if I had any objection to be subpœnaed, and I said, "A great objection."

6391. Have you been discussing with him the stringency of the terms of the contract?—Not recently; we did six or eight months ago.

6392. Mr. *Philips.*] Mr. Baring has asked you whether you derived any advantage subsequent to the agreement about the per-centage; I suppose you gave it in order to put yourselves on the same footing with other houses?—Yes.

6393. You have been down to the inspection at Deptford?—Yes.

6394. Can you tell us in a few words how the inspection is conducted; you go into a room and the goods are examined by a Board of Officers; Mr. Smith is merely a clerk under them?—He is a storekeeper.

6395. What has Mr. Smith to do with the matter; it is the officers, I presume, who pass the goods?—I presume that Mr. Smith is supposed to look at the goods before they go before the inspecting officers.

6396. Do you go into a room where the officers are present?—Mr. Smith is principally with the officers.

6397. When you go in have you a private interview with Mr. Smith, or do you go into the room where the officers are?—We pass through the officers' room into the adjoining warehouse, and there wait until it suits their pleasure to call us.

6398. You have no private interview with Mr. Smith; you only see Mr. Smith with the officers?—Yes, we see Mr. Smith with the contractors who are in his room; there may be three or four of us.

6399. Then, I suppose, a conversation takes place about the articles that are brought in to be passed?—No; Mr. Smith's time is wholly occupied in running to and fro, waiting upon the officers; we may be walking up and down waiting till they call us; we have no opportunity of speaking to Mr. Smith upon these occasions, except when he is walking hurriedly past us with caps, and so on.

6400. Are you admitted to the presence of the officers whilst your goods are being passed?—Only if we are called in.

6401. If anything is wrong do the officers state that?—They speak to Mr. Smith.

6402. Not to the contractor?—No.

6403. Mr. Smith is the go-between?—Yes.

6404. Everything must go through Mr. Smith?—Yes.

6405. You cannot get to the board of officers except through Mr. Smith?—No.

6406. Mr. *T. G. Baring.*] Have you had any rejections in the last three years?—I do not know.

6407. How did you know unless you were called in, that there had been rejections?—I do not know whether I should or not.

6408. *Chairman.*] Is it usual for the officers to send for the contractors whenever they rejected their goods or not?—It used to be so.

6409. Viscount *Duncan.*] Is it so now?—I cannot say; it is not so now from the fact of the contractors not being allowed to be there.

6410. Mr. *T. G. Baring.*] Who told you that?—I do not know, but I have heard it.

6411. Who told you that?—I believe Mr. Crocker, in the passage, mentioned it to me this morning.

6412. Then how can you say that you know that contractors are not allowed to be present?—I say that is what I have heard.

6413. Viscount *Duncan.*] Are the contractors or their agents called in by the Board,

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Board, when anything is wrong with the supply?—I cannot say what is done now, because I have not been there for two years.

6414. Your answers do not relate to anything that has taken place within the last two years?—No.

Mr. *Robert Simpson*, called in; and Examined.

Mr. *R. Simpson.*

6415. *Chairman.*] WHERE do you live?—At Chatham.

6416. What are you?—A contractor for making clothing.

6417. Have you had any contracts with the Government?—No, never.

6418. What did you make the clothing for?—For city shipping houses.

6419. Have you been employed in making Marine clothing?—Yes; I made 50 suits during the Crimean war.

6420. Are the materials sent to you?—Yes.

6421. All the materials?—Yes.

6422. Is there any excess of quantity?—Considerable excess.

6423. How much?—The excess in the red cloth amounted to about 6¼ yards.

6424. What per-centage is that?—As near as I can calculate, about the same price as is paid for making.

6425. Whose perquisite is it?—I should think it is the master tailor's perquisite.

6426. What does that amount to per man?—About 5 *s.* 9 *d.*, I believe.

6427. In one dress?—Yes, in the tunic, trousers, and shell jacket.

6428. Lord *Claud Hamilton.*] You mean in the clothing of the whole year?—In the suit.

6429. *Chairman.*] How do you make that calculation?—From the price usually paid for such things, according to my own judgment.

6430. Do you know the contract price?—I do not.

6431. How can you draw a right conclusion, not knowing the contract price?—I do not know the exact contract price, but I know about the market value.

6432. Have you made clothing for any length of time?—For the army for two years.

6433. Do you know, of your own knowledge, that undue influence is exercised in passing the clothing?—I have heard so, but I do not know it of my own knowledge.

6434. Viscount *Duncan.*] You do not know of a single instance, of your own knowledge?—It is merely from hearsay.

6435. Lord *Claud Hamilton.*] When you made these clothes, was the quantity of materials considerably over what was required?—Yes.

6436. Was it such an amount of surplus that it would pay a contractor to take them in payment of the expenses of making up the clothing?—It was in excess of the amount paid for making up the clothing.

6437. And would you undertake for that 5 *s.* 9 *d.* per man to make up the clothing for nothing?—I could do so.

6438. A battalion is composed of 15,000 men?—I believe so.

6439. Do you mean to state, that according to your own knowledge, if the master tailor makes up the whole of the clothing for that battalion, he gets a perquisite of 5 *s.* 9 *d.* per man?—I cannot say he gets 5 *s.* 9 *d.*, but it must be a considerable perquisite.

6440. He would be a considerable loser then if the clothing were made up by a house of army tailors?—Yes.

6441. And therefore it is greatly to his disadvantage if the clothing is made up by some house of army tailors?—Certainly.

6442. Is it generally supposed amongst those in the business in which you are concerned that there is a system of indirect gifts and perquisites?—It is pretty well understood so.

6443. Is that a matter of general notoriety, or can you indicate cases?—It is a matter of general notoriety.

6444. Can you, in your experience, name any instance?—I have purchased materials that have been supplied to the Government.

6445. Do you object to state of whom you purchased them, knowing that you are protected?—I should rather not do so; but if I am pressed to the point I should have no objection; I have purchased thread which has been supplied.

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6446. What else?—That is the only article at present that I am prepared to state.

6447. Mr. *T. G. Baring.*] Do you mean that you have never purchased any other article?—I do not know that I have.

6448. Do you mean to say that you have not?—I decline to answer the question.

6449. Lord *Claud Hamilton.*] Have you not bought cloth and trimmings?—I have not bought cloth, but thread and trimmings.

6450. Mr. *T. G. Baring.*] Have you not purchased other articles?—I can give you a case directly in point as regards thread, but not as to my knowledge of other articles.

6451. Do you mean to say that you have not purchased other articles?—Never, knowingly.

6452. Do you mean to say that you have never bought anything but thread?—Thread alone.

6453. Lord *Claud Hamilton.*] Do you mean that you suspect the others, but that you are certain about the thread?—I am certain about the thread.

6454. Have you purchased articles which you suspected had been supplied to the Government?—No.

6455. Mr. *Philips.*] You mean tailors' thread?—Yes.

6456. Mr. *T. G. Baring.*]. Of whom have you purchased?—From Mr. Le Pine, of the house of Messrs. Woodrow.

6457. How do you know it was the property of the Government?—My knowledge is derived from this circumstance: after I had the thread delivered, I said it was what we called gouty in quality, and he answered me by saying it had been sent in to contract by Messrs. Doland, and ought to be very good thread; that was his answer to me.

6458. *Chairman.*] I do not quite understand what proof you have that it was thread which had passed into Government hands?—He told me so.

6459. What price did you give for it?—I think it was 1 *s.* under the market price.

6460. At the time you bought it, did you purchase it at a lower price, knowing it had been supplied to the Government?—He told me they had a stock of it, and I ordered so many dozen.

6461. What was the value of the article in the market?—I think about 21 *s.* or 21 *s.* 6 *d.* per dozen.

6462. Viscount *Duncan.*] How much did you order?—My order exceeded what was executed.

6463. What did your order consist of?—I think six or seven dozen.

6464. *Chairman.*] And what price did you pay?—Nineteen shillings per dozen.

6465. Viscount *Duncan.*] Are you acquainted with Mr. Ludlow?—Yes.

6466. How long have you known him?—Probably 18 months; but I cannot tell you exactly.

6467. *Chairman.*] How long have you lived at Chatham?—About three years.

6468. Are you confident that this thread is the only article that you ever purchased?—Yes, I am, at Chatham.

6469. Sir *C. Napier.*] Did you tell Mr. Ludlow, as a matter that was talked about, that bribery was used by contractors to pass goods?—I have said so to individuals.

6470. In the presence of Mr. Ludlow?—I dare say I have.

6471. Is that true that it is talked about?—Yes, it is.

6472. In the City?—In the City.

6473. Amongst contractors?—Amongst contractors.

6474. Respectable contractors?—Respectable contractors.

6475. Viscount *Duncan.*] Name them?—It has occurred in the course of ordinary conversation. I have heard it from parties I work for, Moses, Son and Davies, of Aldgate, High-street.

6476. Sir *Charles Napier.*] Any others?—Also by a house of the name of Woolston, at Northampton.

6477. Are these reports you speak of since the assembling of this Committee?—I do not know that it is owing to the assembling of this Committee; it seems pretty well understood.

6478. That

6478. That you must bribe before you can pass your goods?—Yes.

6479. Mr. *Philips.*] For what period have you heard that?—Since I have had anything to do with it.

6480. Since you have known anything of the trade?—Yes.

6481. Lord *Claud Hamilton.*] Is it your opinion that nothing can go on without it?—I am sure of it.

6482. Have you heard what Mr. Ludlow has stated?—Yes.

6483. You have heard what his opinion is?—Yes.

6484. And you know Mr. Le Pine's opinion?—It is very much like my own.

6485. Has he conversed with you on the subject?—Yes.

6486. Did you agree with him in considering that this is a matter of general notoriety?—Yes.

6487. Do you also state your belief that nothing can be done without it?—I firmly believe it.

6488. Mr. *Corry.*] You say that the only material you have purchased is thread?—It is the only thing I believe that I have bought.

6489. Viscount *Duncan.*] Where?—In London.

6490. Sir *C. Napier.*] Did you ever contract with the Government?—Not directly.

6491. But tenders to other people?—I have made garments for other houses.

6492. You have dealings with other houses?—Yes.

6493. Have you heard them say that nothing could be passed without feeing the Government officers?—I have.

6494. Who is the principal contractor you have dealt with, and from whom you have heard that?—In point of fact, I have heard it from almost all my friends in connexion with Government contracts.

6495. You know quite well that you are protected, and those people whose names you mention cannot find fault with you, because if you do not speak the truth you are subject to punishment, and therefore there ought to be no reservation?—I have often heard it in conversation.

6496. Those names you have given are contractors whom you have supplied?—I do not know that I supply anything to the contractors at present.

6497. Mr. *Philips.*] You deal with mercantile houses?—Yes, with shipping houses.

6498. They receive orders and contracts from various parts of the world?—Yes.

6499. And you execute the orders they give to you?—Yes.

6500. Do you think, in your own mind, that there is a difference in the way in which mercantile houses are supplied, or is it necessary that with them there should always be some system of feeing?—In some houses it is so.

6501. With some it is the same as with Government officials?—Yes.

6502. It is a very general principle with those who do not look after their own business I suppose?—Yes.

6503. *Chairman.*] You told us that you purchased thread which you believed came out of a Government store?—Yes.

6504. The next question put to you was, whether you had purchased other articles under like circumstances, and you said you declined to answer. What did you mean by that?—Thread is the only thing that I know of.

6505. You gave the answer, "I decline to answer:" what did you mean by that?—Thread is the only instance I can point out.

6506. Mr. *Newdegate.*] It is perfectly clear to the Committee that you have answered that question under some reservation, and therefore I ask you this: have you reason to believe that any other articles which you have purchased were at any time in the hands of the Government?—No, I have not; the thread is the only thing that I ever purchased.

6507. Mr. *Corry.*] What did you mean by the expression that you declined to answer the question?—I do not know what I meant. I was probably only a little flurried by sitting here.

6508. Mr. *T. G. Baring.*] From whom did you get the 50 suits to make up?—From the Quartermaster of the Royal Marines.

6509. Have you ever had any dealings with the master tailor at Chatham?—No, never.

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6510. Has he ever sold you any cloth?—No; not an inch.

6511. Or trimmings?—No.

9512. Or thread?—No.

6513. Did you hear, in February last, and before they were submitted to the survey of the Board, that Messrs. Hebbert's goods would be rejected?—I do not know when they were submitted to the survey, but I heard in the early part of February that it would be the case.

6514. Have you not since found that that statement was made to you before the goods had been submitted to the decision of the Board?—I cannot say that, for I do not know when they were submitted.

6515. Do you remember the conversation with Mr. Lepine when he told you that?—I remember the conversation.

6516. It is not an impression on your mind, that you heard of that before the goods were submitted?—I cannot say.

6517. Is it the general impression upon your mind, that the house of Messrs. Hebbert has made enemies by their determination to put a stop to the practice of offering bribes and perquisites?—Yes.

6518. That is your belief?—Yes.

6519. You believe that the animosity which Messrs. Hebbert have experienced arises from their having set their faces against the system of bribes and perquisites?—Yes.

6520. Mr. *T. G. Baring.*] How do you know that?—I was formerly in Messrs. Hebbert's employment, and I know that at that time they set their faces against it.

6521. You have made this statement, that in consequence of Messrs. Hebbert setting their faces against bribing, you believe that some animosity has been shown to them in the inspection of their goods under the Marine contract?—I do not mean to apply that any more to them than to any other parties; but if you want to pass your goods you must pay for it.

6522. When you say that parties must pay for it, did you ever know of any one who ever did pay for it?—Only by hearsay.

6523. Can you give us any instance of money being paid for inspection at Deptford?—I cannot give you any instance, because I never had any goods to pass.

6524. Why do you believe it?—Because I have heard it in ordinary conversation.

6525. From whom, as to Deptford?—I do not know as to Deptford, any more than any other place.

6526. Do you mean to say that you have heard of money having been paid at Deptford to facilitate the examination of goods?—I have heard that money has passed to the examiners of clothing to facilitate the passing of goods, but not at Deptford more than any other place.

6527. Have you heard that it has passed at Deptford or not?—I have not.

6528. Mr. *Jackson.*] Early in February, you say, you had a conversation with Mr. Lepine with reference to a contract that Messrs. Hebbert had entered into for the delivery of stores; do you recollect what passed at that interview between him and you?—To the best of my recollection what passed was this, that Messrs. Hebbert would find a difficulty in passing their goods.

6529. Was any reason assigned why that difficulty would arise?—No reason; but I inferred what the reason was.

6530. Did you ever hear from Mr. Lepine, that a son of Mr. Smith's was in the house of Messrs. Dolans?—I never heard of it.

6531. Did you ever hear that Messrs. Hebbert & Co. were likely to meet with a strict examination on the part of Mr. Smith?—No; I have not heard anything with regard to Mr. Smith; I know nothing personally with regard to him at all; the statements I have made are against the system, and not against persons.

6532. *Chairman.*] You say you had 50 marine uniforms to make up; for whom were they made?—They were made for the Chatham division of the Royal Marines.

6533. For what contract?—The contract had been supplied to the master tailor; and the quartermaster was afraid that the men would not be clothed sufficiently fast, and he came to me, and asked me to make 300 suits.

6534. Mr.

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6534. Mr. *Corry.*] In that case, what became of the surplus materials?—I kept them; I considered them my legitimate profit.

6535. You are paid besides for making up the clothes?—Yes; but I know the actual profit is the surplus cloth.

6536. Mr. *T. G. Baring.*] You thought that anything you could make in the cutting would go to yourself?—Yes.

6537. Mr. *Jackson.*] You said that the quartermaster engaged you to make those clothes?—Yes.

6538. And you agreed to some price, giving you the extras?—It is in the regulation allowance.

6539. Will you state to the Committee what per-centage of material there was in excess?—According to my calculation it was about 5*s.* 9*d.* per man.

6540. That would be the profit that the master tailor would make?—At the time I made the 50 suits, I told the quartermaster that the legitimate profit was the excess.

Mr. *John Harker Le Pine,* called in; and Examined.

Mr. *J. H. Le Pine.*

6541. *Chairman.*] DO you belong to the firm of Woodrow & Row?—Yes.

6542. They are clothiers, are they not?—Clothiers and contractors.

6543. Are you a confidential agent of theirs?—I am their managing man.

6544. Do you recollect having any contract for 600 dozen of shirts?—We have had a great many contracts for several hundred dozen of shirts.

6545. I referred to the contract which Messrs. Isaacs had?—We had no contract.

6546. Did you supply them?—We did, but not under contract.

6547. At what date?—February or March 1856.

6548. What quantity did you supply Messrs. Isaacs?—Between 500 and 600 dozen; they came to the warehouse and bought them.

6549. Had you a pattern article with you?—We had the shirts in stock; we did not make them.

6550. May I ask what you sold them for?—Twenty-one shillings and three pence, to the best of my recollection.

6551. Did you see any other shirts that Messrs. Isaacs supplied to the public departments?—I saw a lot of shirts when these went in to Messrs. Hayter and Howell's, in Mark-lane.

6552. How do you know they were Messrs. Isaacs'?—They had tickets on them.

6553. Did you compare these shirts with those that you sold them?—I did.

6554. Was there any difference in quality?—There was.

6555. Which was the superior?—In my estimation mine was the superior, but it was no business of mine; these shirts might not have cost so much money as mine, and I had no business to know for what purpose they were.

6556. Lord *Claud Hamilton.*] Did you know what they were intended for?—They were to be shipped for Government purposes.

6557. *Chairman.*] When you compared the two articles, did you form an opinion, in your own mind, as to the difference in price per dozen?—I had an idea that if they had been offered to me at 2*s.* per dozen less, I would not have bought them, but I have no doubt that Messrs. Isaacs bought them as near as they could to what they wanted for the purpose; you cannot always get 500 or 600 dozen shirts alike, at the spur of the moment, when you want them.

6558. Do you know Mr. Ludlow?—He is a man who used to do some work for us.

6559. Have you had any communication with him about a 50*l.* note?—No, this is the first time I have heard anything about a 50*l.* note.

6560. Mr. *T. G. Baring.*] It has been stated by Mr. Ludlow in evidence, that he offered the partners of Messrs. Hebbert & Co. to attempt to bribe Mr. Smith with 50*l.*, and that his intention was to do so by paying the money to you, and asking you to bribe Mr. Smith; did you ever hear anything of it?—I never heard of any communication between Mr. Smith and Mr. Ludlow. I am not aware that Mr. Ludlow knew Mr. Smith.

6561. Did you ever, in conversation with Mr. Ludlow, tell him, or give him reason to understand, that you considered Mr. Smith could be bribed by a pay-

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ment of 50 *l.*?—No, nothing of the sort; and my opinion of Mr. Smith is quite the reverse.

6562. Viscount *Duncan.*] State your opinion of Mr. Smith?—My opinion of Mr. Smith is, that he was a man who always did his duty to the Government, and to our cost to a certain extent, because with the first contract we had with him we had a rejection, and we were always very particular to get every article we supplied up to the mark, to avoid the same sort of thing again.

6563. Mr. *T. G. Baring.*] Did you ever state to Mr. Ludlow that you had a difficulty with respect to the rejection of the goods at Deptford for some time, but that since Mr. Smith's son was employed in your house you had had no difficulty?—No, I never stated such a thing.

6564. Viscount *Duncan.*] You never had any conversation of the kind with Mr. Ludlow?—No.

6565. *Chairman.*] Did you furnish 200 pairs of trousers at Deptford?—No.

6566. Viscount *Duncan.*] Never?—Never.

6567. Mr. *T. G. Baring.*] Have you had any contract with the Admiralty for trousers for the Marines?—No.

6568. Viscount *Duncan.*] And never had?—And never had.

6569. *Chairman.*] Have you a son of Mr. Smith in your office?—We have.

6570. What contracts have you in hand now?—We are making helmet covers for the army, and also shirts, bolsters, and bolster cases, palliasses and forage caps for the Marines; that is all we have in hand at present.

6571. Mr. *Jackson.*] Do you recollect, early in February last, stating to any person that Messrs. Hebbert & Co.'s goods would be rejected?—No.

6572. Had you any conversation with any person early in February with reference to Messrs. Hebbert's contract?—I had no conversation with regard to the goods at all; there might have been chaffing remarks passing between men of business, which there will often be, but nothing further than that.

6573. Do you recollect the chaffing?—No; if you mentioned the name of any person my recollection might be refreshed.

6574. Did you ever, in your chaffing, state that you had heard that Mr. Smith did not like Messrs. Hebbert & Co. having the contract?—No; I never stated such a thing, either in chaff or in any other way.

6575. Have you ever had any conversation with any person with reference to Messrs. Hebbert's contract at all?—Yes, I have had some conversation, because we went to a great deal of trouble in getting out the estimates for making the tender ourselves for the Marine contract, but we were not successful in getting the contract, and I may have had a great deal of conversation about it.

6576. That was when the contract was advertised for?—Yes.

6577. At the time the goods were to be delivered, did it come to your knowledge in any indirect way that there was a probability of Messrs Herbert & Co. not satisfying the requisitions which the Government had laid down?—I do not recollect ever saying anything of the sort.

6578. Do you recollect ever hearing of anything of the sort that Messrs: Hebbert & Co's. goods were not likely to be accepted?—No.

6579. *Chairman.*] Does your firm contract for cloth as well as for made-up goods?—We have no contract for cloth.

6580. Viscount *Duncan.*] You have no contract for cloth at all?—No.

6581. And never had?—And never had.

6582. Mr. *T. G. Baring.*] Can you recollect how often you have seen Mr. Smith lately?—I have not seen Mr. Smith since the day on which the shako contract was taken; that is the last time I have seen him until I saw him to-day.

6583. With whom was that contract?—It was for the Marines.

6584. Was that on the 23d December last?—That was the last time; the reason I saw him then was that I was at Greenwich, and I met Mrs. Smith and her daughter walking along Greenwich, and they said, "Hollo! Mr. Lepine, who thought of seeing you here?" We walked from Greenwich to Deptford, and that was the last time I saw Mr. Smith.

6585. The first delivery was on the 30th January last; if any witness has stated that you then heard from Mr. Smith personally about these goods, it cannot be the case?—No; I have not seen him since the 23d December.

6586. It is impossible that you could have heard anything of it?—Yes.

6587. Mr. *Jackson.*] Have you had any conversation with Mr. Smith's son upon

upon the subject of contracts?—When a man is always with you, you may ask some questions; or when the inspection has been at Deptford, Mr. Woodrow has been there and has come down and has said, "Messrs. Hebbert's goods are rejected," and I might have said to young Smith, "Hebbert's are getting into a mess over the contract," but nothing further than that. Mr. *J. H. Le Pine.* 28 July 1857.

6588. Mr. *T. G. Baring.*] It has been stated in evidence that you told Mr. Ludlow that you had frequently taken a box of shirts to Mr. Smith; what explanation have you to give of that?—All the explanation I have to give is, that there is no believing anything the man says.

6589. Viscount *Duncan.*] What man do you refer to?—Mr. Ludlow. I solemnly swear I have never taken a box of shirts to Mr. Smith, and I never told Mr. Ludlow so.

6590. Mr. *Jackson.*] Do you know of a box of shirts, or any shirts, having gone from your employers to Mr. Smith?—I believe since I have been there half-a-dozen shirts may have been made for Mr. Smith, which he paid for.

6591. Are you in the habit of selling shirts by the half-dozen?—Or any other quantity that a wholesale house likes to send to us for.

6592. So that if any member of this Committee sent to your house, you would take an order for six shirts?—For a wholesale house.

6593. Do you consider Mr. Smith's a wholesale house?—If a young man in a wholesale house came and said, "Make me half a dozen shirts," we should do so.

6594. Why do you bring Mr. Smith within the range of wholesale dealers?—If I like to make half-a-dozen shirts in the ordinary course of business for him, or any other friend of mine, I do not see any law to prevent it.

6595. In what way do you claim Mr. Smith's friendship?—I know him from going down to Deptford when I was an agent of a wholesale house there, and I have been in his company more than once; I did not take the order myself, but he must have intimated to one of our firm that he wanted half-a-dozen shirts, and they were made and paid for, but I did not take them, or see them go.

6596. You have reason to know that half-a-dozen shirts were supplied to Mr. Smith?—Through the entry in the books.

6597. And you have reason to believe that the shirts were paid for?—I know they were.

6598. It was stepping a little out of the regular routine of business, was it not, for the house to make shirts for a person in Mr. Smith's position?—In the case of an acquaintance of mine I should take an order for half-a-dozen shirts.

6599. I understood you to say that you had no acquaintance with Mr. Smith?—I did not say so.

6600. Lord *Claud Hamilton.*] Were the shirts paid for immediately after delivery?—The books will show that.

6601. I understand you to say that you are manager for Mr. Woodrow?—Yes.

6602. You say there was no contract for shirts with Messrs. Isaacs?—No.

6603. You had samples from Messrs. Isaacs, who wanted to supply a Government contractor?—Messrs. Isaacs sent down to us for 10, or 20, or 30 dozen of shirts, and they were sent in the ordinary course of business; those shirts by some means or other became the sealed patterns of the clothing department. I was sent for up to Mr. Isaacs' house, and I took the orders for 500 or 600 dozen, and he said, "I want them the same as you supplied on such a date;" but there was no contract further than that.

6604. The order was for 500 or 600 dozen of the same quality as those that were sealed?—Exactly.

6605. Did you supply more than 300 dozen?—Yes; I supplied all that I took the order for.

6606. Viscount *Duncan.*] Do you recollect how many the order was for?—I am quite sure it was for 500 dozen.

6607. Lord *Claud Hamilton.* Did you supply out of your own stock more than 300 dozen, and did you purchase the remainder elsewhere?—All that we supplied was out of our own stock, and our own making; we did not purchase any.

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6608. Was there any difference in the quality?—There was not the least difference in the world, with the exception that some were a little soiled.

6609. Did you attend at Mark-lane at the time that those goods were passed?—I was there when the Government officers were looking at them.

6610. And are you prepared to state that the whole of the goods that were then passed were of the same quality, and were not purchased by you of other houses?—All that we supplied were of the same quality, were not purchased of other houses, and were up to the pattern.

6611. I understood you to say that you never had anything to do with marines' trousers; did you not execute an order from the Government for 200 pairs?—No.

6612. Are you quite sure?—I am quite sure of it.

6613. Your mind has been called to that fact?—I know all the transactions of the house, and we never had any trousers to make for the marines.

6614. Mr. *Corry.*] Were you present at Deptford when Messrs. Isaacs's shirts passed?—They never went to Deptford; they were not for the marines.

6615. Viscount *Duncan.*] Who were the Government inspectors who were present at the time the goods were passed?—There were two gentlemen about 50 years of age, and I think they were called quartermasters.

6616. You do not know their names?—I heard them, but I do not recollect them.

6617. Are you certain that they were quartermasters?—They were both called quartermasters.

6618. Mr. *Corry.*] Mr. Ludlow has stated that he thought 50 *l.* would insure the passing of Messrs. Hebbert's goods, in consequence of his knowledge of what had been done in other cases, and he said that he had derived that knowledge from you; did you ever give any information to him about the offer of a bribe?—No; I cannot account for his statement.

6619. Lord *Claude Hamilton.*] Had you ever any conversation with Mr. Ludlow upon the subject of how goods were passed?—He was always coming and boring us about this, that, and the other.

6620. You are not now on as good terms as you were?—We put up with him till we found out his humbug, as I call it.

6621. Has your acquaintance with Mr. Smith become more intimate since his son has been in your house?—No; I have not seen him since December last.

6622. Is it correct that you stated to Mr. Ludlow that you paid young Smith 30*s.* a week, but that you thought he was not worth the money, except from the advantage you might get by having the goods passed by his father?—No; we never paid him 30*s.* a week.

6623. Mr. *Philips.*] What is his age?—20.

6624. What wages do you pay him?—£. 1 a week, and we never paid him any more.

6625. Mr. *T. G. Baring.*] How did you meet with him?—By advertisement, and we engaged him without any knowledge of who he was, except that his name was Smith; there were several applicants, and he was picked out of the number.

6626. Did you know that he had been educated in Greenwich School?—I have heard so since.

6627. Did you know that he was a proper person to act as a clerk?—We went by his own account; we had a contract from the Admiralty for some jackets, and we wanted an extra clerk, not to keep the books, but to keep the workbook of what the men took out and what they brought in, which was a very simple thing for a young man to do.

6628. I should like to know whether you have been in the habit of communicating with young Smith respecting your contract with the Marines?—Certainly not; I may have had conversations with him, but I have not done it with that idea, of knowing what Messrs. Hebbert were about.

6629. Have you ever taken advantage of his being the son of Mr. Smith, to obtain information about the marine stores?—Certainly not.

6630. Mr. *Philips.*] Did you engage this young man?—With the consent of the principals.

6631. You are not a partner?—I am not; I have an interest in the business; I have a commission on the amount of the returns.

6632. Is

6632. Is not that a partnership?—It may be; but we will not go into that just now.

6633. You participate in the profits?—No; I participate in the returns.

6634. Lord *Claud Hamilton.*] Has your house ever had anything to do with contracts for Chelsea Hospital?—Yes.

6635. Have you ever had any difficulty in passing goods there?—We supplied, three years ago, 500 red coats, and they were passed; they did not turn out so well as we could have have wished, because the colour went, and we took them back and replaced them without any charge.

6636. *Chairman.*] Was that one of the terms of your contract?—It was not, but we conceived that we were wrong, and we replaced the coats.

6637. How long did you employ Mr. Ludlow?—He did work for us about eight months.

6638. Mr. *T. G. Baring.*] Has Mr. Ludlow ever applied to you for money?—Yes, various times, and I have lent it him.

6639. Did he ever apply to you to ask young Smith to get his father to lend him money?—No, I do not recollect it; he came one day with a scheme about what he was going to do with machines and prospectus, and asked whether we could adopt them, and I said, "Here is a spec. for somebody, Tom, here's Ludlow's grand scheme."

6640. Did Mr. Ludlow mention it to you?—He wrote on a sheet of paper what the sewing machines would realize.

6641. You stated it to Mr. Smith?—I said, "Here's a grand scheme for somebody, Tom;" I believe those were the words.

6642. Lord *Claud Hamilton.*] Have you ever purchased any surplus stores?—Yes.

6643. Have you purchased white cloth?—That is not a surplus store, but the surplus stores I have purchased have been at Government sales.

6644. You have not purchased white cloth facings and thread which have been surplus?—I have purchased white cloth and thread.

6645. Of whom?—Of Mr. Frazer, of Gosport.

6646. Can you state the price you gave for that?—Three shillings and six pence per yard for the white cloth.

6647. Is that under the market price?—There is no sale for it at any price.

6648. You bought it very cheap?—To show how cheap I bought it I returned a lot of it because I could not get rid of it.

6649. Did you ever purchase any thread?—Yes.

6650. Also at a cheap price?—No, at a fair value.

6651. Have you offered them for sale to Mr. Buttersby, the master tailor of the 6th Dragoons?—I did, some time ago.

6652. Had that not been Government property?—Not that I am aware of.

6653. Did you not state so?—I might have said "here is some Government cloth."

6654. Did you offer it also to Mr. Simpson?—Yes, and a great many people; and I have returned what I could not use, and what I did use I have made up into bands for woollen drawers for fishermen.

6655. At the time you offered those goods for sale, did you not convey to those parties the impression that it had been Government property which you had bought as being surplus supplies?—I had no evidence of it; but I might have said, "Here is Government thread."

6656. Did you say that it was or was not?—I might or might not.

6657. You would not deny that you said it was Government property?—If I wanted to sell it to a house of army agents I should say, "Here is some suitable stuff for you."

6658. You say you have bought goods at a Government sale?—No, I bought that of Mr. Frazer, of Gosport.

6659. Mr. *Jackson.*] Is that the same description of cloth as you make up for the army?—Similar material.

6660. We have it in evidence that there is always an excess of quantity given; I suppose what you bought would be the surplus that would not be required after making up a given quantity of clothing?—I do not believe that this cloth I had was of that sort.

 6661. I think

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6661. I think you stated that it is not an article commonly dealt with, but only by army clothiers?—It is used for drawers to send out to Newfoundland, and for the Hudson's Bay Company; it is too expensive for any ordinary purpose.

6662. Did you buy this cloth of a manufacturer?—Of Mr. Frazer, of Gosport.

6663. Have you ever bought kersey cloth at a Government sale?—I have not.

6664. Have you ever seen any offered for sale?—I have seen a variety of kerseys, but I do not recollect seeing any white kerseys.

6665. Mr. *Brown Westhead.*] Do you suppose that Mr. Frazer is in the habit of buying Government stores?—I do.

6666. Is it the custom of the Government, from time to time, when they have surplus stores, to sell them?—Yes; they advertise sales.

6667. Viscount *Duncan.*] As there is a sale advertised at the Horse Guards now?—Yes.

6668. Mr. *T. G. Baring.*] Have you ever been to Gosport?—I have not.

6669. Or any member of your house?—Mr. Woodrow has a house there.

6670. Do you know Mr. Frazer?—Yes.

6671. Do you know that his brother is tailor of the marines at Forton?—No; I did not buy the cloth myself, but it was consigned to me for sale.

6672. As a commission agent?—Yes.

6673. Did you make a profit of it?—Yes.

6674. How was it consigned to you?—Mr. Smith recommended me to Mr. Frazer for the sale of this cloth.

6675. Mr. Smith, of Deptford?—Yes.

6676. How did you pay the money to Mr. Frazer?—I paid the money to Mr. Smith for some portion of it.

6677. Which he was to pay to Mr. Frazer?—I had a letter from Mr. Frazer saying that I was to sell the cloth on his account, and hand the money over to Mr. Smith.

6678. In that transaction was Mr. Smith under any obligation to you?—No.

6679. On the contrary, were you not under an obligation to him for recommending you to Mr. Frazer for the sale of the articles?—Exactly so.

Veneris, 31° *die Julii*, 1857.

MEMBERS PRESENT.

Colonel Boldero.	Mr. T. G. Baring.
Mr. Jackson.	Viscount Duncan.
Lord Claud Hamilton.	General Codrington.
Sir C. Napier.	Lord C. Paget.
Colonel Gilpin.	Mr. Corry.

COLONEL BOLDERO, IN THE CHAIR.

Mr. *John Harker Le Pine*, called in; and further Examined.

Mr. *J. H. Le Pine.*

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6680. *Chairman.*] WHEN you were here on the last occasion we asked you to bring us an extract from your books of the quantity of shirts which you supplied to Messrs. Isaacs & Co., under the contract?—This is a copy of the entry in our book: "March 22d, 500 dozen army Croydons, 20 *s.* 6 *d.*" I have also brought with me an extract, which I have taken from our books, as regards the shirts supplied to Mr. Smith: "Smith, Deptford. 14 May 1856, 1 doz. shirts, 56 *s.* Received, cash, June 2d, 1856."

6681. What

6681. What price did you receive for the 500 dozen of shirts that you made?—20 *s.* 6 *d.*

6682. What was the amount per dozen of the Government contract?—I am not aware what price the Government paid.

6683. Did you superintend the inspection of these shirts?—I was present when the officers came in to inspect them, and I went round Messrs. Hayter & Howell's with them.

6684. Were your 500 dozen of shirts all alike?—They were.

6685. Were any others inspected then?—Yes.

6686. Did you observe a difference in the quality of them?—I did.

6687. Which were the best?—Ours were the best.

6688. Was there any difficulty in passing them?—No, there was no difficulty in passing the quality; but they tried to pull a great many of the buttons off, and they succeeded in several instances, and we had to take them back and put new buttons on.

6689. Was there a pattern shirt?—Messrs. Isaacs brought us the pattern shirt.

6690. Viscount *Duncan.*] Who had the Government contract to supply the shirts?—Messrs. Isaacs.

6691. You supplied goods to Messrs. Isaacs to fulfil the terms of a contract which they had entered into with the Government?—Yes.

6692. Where did this take place?—In Mark-lane; the goods were sent to Mark-lane to be inspected.

6693. Lord *Claud Hamilton.*] You have stated that others were passed of an inferior quality?—Yes.

6694. Did those inferior shirts profess to be of the same quality as yours?—Yes.

6695. They were part of the same supply?—But they were not on the same floor.

6696. Were they at the same price?—The same sealed pattern was taken to examine them with.

6697. Your evidence is, that yours were superior, and yet that the inferior articles passed?—Yes.

6698. And therefore that the whole supply professed to be of the same quality?—Yes.

6699. And your evidence is that they were not so?—Yes.

6700. Was the price the same?—I have nothing to do with the price.

6701. You do not know?—I do not know.

6702. Viscount *Duncan.*] Was the same price paid for all?—Messrs. Isaacs made their own bargain for the other persons' goods.

6703. Lord *Claud Hamilton.*] All apparently belonged to the same delivery?—Yes.

6704. Mr. *Corry.*] Were they all inspected by the same person?—By the same two persons.

6705. There were two persons present at each inspection?—Yes.

6706. General *Codrington.*] Those were for necessaries, not for Government clothing?—They were going to the Crimea, but for what purpose, or for what regiment, I did not inquire.

6707. Viscount *Duncan.*] Were the shirts you supplied equal or superior to the pattern?—They were exactly the same as the sealed pattern, because the sealed pattern was taken from our bulk.

6708. How many shirts did you supply?—Five hundred dozen.

6709. Lord *Claud Hamilton.*] Was any observation made respecting the difference in quality?—There were various observations passing between the two inspectors, such as "This is not quite so heavy;" or "This has another row of stitching," or something of that sort, but nothing material.

6710. Viscount *Duncan.*] Were the two quartermasters the only persons present besides yourself?—The foreman of Messrs. Hayter & Howell's packing establishment was there.

6711. Lord *Claud Hamilton.*] You were there representing Messrs. Woodrow, who supplied half the quantity?—Yes.

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6712. Was any agent representing the firm of Messrs. Isaacs & Company there?—Not till afterwards.

6713. When he came in what took place?—I left then.

6714. *Chairman.*] Were Messrs. Isaacs' goods passed at the same time?—I heard that some towels and tin cans were rejected, but it did not concern me.

6715. Viscount *Duncan.*] Can you give us the quantity that was passed, and the quantity that was rejected?—No.

6716. I asked Mr. Ludlow (Question 6106), "When you say that the shirts are the identical shirts, I ask you whether you ever saw any shirts passed by the Government, and his answer was, 'never.'" I then asked him, "How do you know they are the identical shirts?" and the answer he gave me was, "I say I can only give you the evidence; Mr. Lepine was present, and if you ask him whether the strings were not of different colours, to show which could or could not be examined, he will tell you;" will you have the goodness to explain to me what he means by that answer?—There was nothing of the sort; they were all bundled into the cart just as they came, without discretion.

6717. You are sure there was no difference in the colour of the strings?—Quite sure.

6718. Mr. *T. G. Baring.*] Were your shirts mixed up with the others, or were they kept separate?—They were on separate floors.

6719. They could not be mixed up with the others?—No, each lot was kept distinct.

6720. Viscount *Duncan.*] There was no mixture of the shirts you sent in with those that were sent in by others?—No, ours were left by themselves, and theirs were put by themselves.

6721. Do you understand what Mr. Ludlow meant by his answer to Question 6107, with reference to the colour of the strings?—No, I did not even tie them up myself or give any instructions about them, nor was I aware that any different colour of strings was used; if we got to the end of one ball of string we might have taken another.

6722. Did you ever state that there were different coloured strings used with regard to these two lots of shirts?—No.

6723. Are you quite certain that you never made any statement of that sort?—I am quite certain.

6724. Did you ever state to Mr. Ludlow that you observed that shirts of different quality passed as though they were of the same quality?—I observed these all passed where there was so much difference between them.

6725. Did you give them to understand that there was any difference in the examination in regard to those two different qualities of shirts?—No, the inspectors went to each pile and took the patterns separately.

6726. Sir *Charles Napier.*] Do you agree with what Mr. Ludlow has stated in his evidence, that there is bribing and corruption going on in all the different departments relative to contracts?—No, I do not.

6727. Colonel *Gilpin.*] You know nothing about it?—I do not.

6728. You never heard of it?—Nothing that I could bring straight to your notice.

6729. Sir *Charles Napier.*] It never happened to your house?—It never did.

6730. Has your house ever had goods rejected by the navy?—Yes.

6731. Were they in the habit, supposing there were 10 bales agreeable to the contract, and one was not, of rejecting the whole 10?—Yes.

6732. Is that the system?—That is the system.

6733. In all navy contracts they do not take the trouble to examine into them, but if they find one bale deficient, they reject the whole?—Yes.

6734. *Chairman.*] How long has that been in force?—As long as I have known the rules of the navy; if they open the first bale and that is wrong, they reject the whole.

6735. Viscount *Duncan.*] How long have you known the rules of the navy?—Three years.

6736. General *Codrington.*] Is it not one of the terms of the contract?—Yes.

6737. *Chairman.*] You have stated that you never supplied 200 pairs of trousers to the marines; have you ever supplied them to any other department?—No;

—No; we never supplied 200 pairs in one order to any one part of the service. We have supplied trousers to Chelsea and to the Tower; but we never made 200 pairs in one order. Mr. J. H. Le Pine. 31 July 1857.

6738. Can you give an explanation about those 200 pairs of trousers?—No; Mr. Ludlow must have been running his head against a gate. We had an order for 100 pairs of dungree trousers, and a portion of those were rejected for some trifling faults. They were sent back, and 10 pairs out of those were rejected; and they went back.

6739. Mr. *T. G. Baring.*] Had Mr. Smith had anything to do with those?—No more than you have.

6740. *Chairman.*] I observe there is a quantity of cloth, lace, and thread, which they call excess; are you in the habit of buying that?—No, I never bought any except the white cloth and thread I have stated; I have never bought any lace.

6741. Do you make it up into clothing?—We made the cloth up into bands for fishermen's drawers.

6742. Mr. *Jackson.*] I think, in answer to a question which an Honourable Member put to you, you stated that you never knew of any direct act of bribery, but I infer from your reply that you have heard of such things being discussed?—The "Times" frequently discusses it, and I read that occasionally.

6743. Have you ever yourself heard any parties talk of undue influence being used among the Government subordinates?—I have heard talk about it; it is a subject that is frequently talked about; the injustice of different things being rejected, and they suppose they want palming to get them down.

6744. What does "palming" mean?—Something to pass them with.

6745. In plain terms it means bribery?—It means they must pay to get them through.

6746. Can you call to mind who are the parties that have talked in that strain?—No, I cannot.

6747. Is it long since you have heard the matter mentioned?—I cannot call to mind any conversation in particular, because the newspapers are always writing on the subject, and then there is a discussion afterwards.

6748. With whom?—With those people I associate with; sometimes I do not know who they are when they talk about the public topics.

6749. Have you ever had your attention called to any party who might have known such a thing as palming any of the officials?—No.

6750. Has any name ever been mentioned to you?—Yes; there has been a name mentioned.

6751. Will you be good enough to mention the name of the party?—Mr. Ludlow used to come in frequently to talk about it, and he said if we could get hold of Mr. Ramsay and palm him we could get any quantity of orders, and they would be sure to pass through.

6752. Now you have mentioned Mr. Ludlow, and I dare say if you brush up your memory you will remember some other parties?—If any conversation has passed that you can refresh my memory upon I might recollect it.

6753. I ask you to fall back upon your memory?—Mr. Ludlow always used to be harping upon that strain.

6754. I ask you whether you can call to mind any other person than Mr. Ludlow?—No, I cannot.

6755. Have you never heard from any other individual than Mr. Ludlow such a subject discussed?—Not that I recollect.

6756. Have you no recollection of ever having talked with any other person than Mr. Ludlow upon that subject?—Well, I can only say as I said before, it is the general topic.

6757. Call back to your mind with whom you have talked besides Mr. Ludlow?—If you know any other person I have talked to, I might recollect it.

6758. Do you mean to tell this Committee that so far as your recollection goes, you know of no other person than Mr. Ludlow that you have ever discussed this subject with?—I do not mean to say that I know of no other person that I have discussed this subject with, because Mr. Simpson has talked about it a great many times, when he has come into our place.

6759. You have mentioned Mr. Ludlow and Mr. Simpson; having refreshed

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your memory, can you give the name of any other person you have talked with?—No; I do not recollect any other person.

6760. Have you had any correspondence with any party upon this subject?—No.

6761. No notes have passed between you and any person in reference to it?—Not that I am aware of.

6762. You do not think that your views have in any way been expressed upon paper?—No.

6763. You are quite certain of that?—I do not recollect it, but I saw the shirts at Messrs. Hayter and Howell's, and I came back and made a memorandum of the difference in the quality of the shirts.

6764. Have you that by you?—No, I haven ot.

6765. What became of it?—I think Mr. Ludlow had it.

6766. Then something in writing has been prepared by you?—But that has nothing to do in the shape of fees or bribery; it was only a plain statement of facts, and if he has it you can see exactly what the shirts were.

6767. Did any written communication or any writing ever pass between you and Mr. Simpson?—Mr. Simpson has written to me.

6768. Upon this subject?—No.

6769. On the subject of shirts?—No; I have executed little orders for him when he has wanted them in a hurry, but nothing connected with these things.

6770. You have had correspondence with him?—In a business way.

6771. You do not recollect in that correspondence ever alluding to this question?—No, we never did.

6772. The paper you allude to, which is in Mr. Ludlow's hands, is simply a statement bearing upon the shirts?—That is all.

Mr. *David Ludlow*, called in; and further Examined.

Mr. *D. Ludlow.*

6773. Mr. *Jackson.*] HAVE you any note or memorandum in Mr. Lepine's handwriting, with reference to the shirts upon which you have given evidence?—I have not got it by me.

6774. Is it in existence?—I could not say without going through my papers.

6775. Mr. *T. G. Baring.*] Do you recollect the contents of that memorandum?—I do not.

Mr. *John Harker Le Pine*, called in; and further Examined.

Mr. *J. H. Le Pine.*

6776. Mr. *Jackson.*] YOU first of all stated to this Committee that you gathered your information from the "Times" newspaper, and had not discussed it with any one; am I right in stating that?—Yes.

6777. You subsequently recollected that you had had conversation with Mr. Ludlow, and also with Mr. Simpson, which to a certain extent is rather a contradiction of your first assertion; probably you may now recollect whether you have spoken to any one else upon these matters?—I do not recollect any one else.

6778. You would be rather astonished if parties came forward and said that they had had discussions with you?—If you will mention the names of those, perhaps I might recollect some passing remarks that have passed between us, but I do not recollect any remarks.

6779. Sir *Charles Napier.*] You are aware, I suppose, that it would be strange if any one came forward and said that he had had conversations with you upon the subject?—No, I am not.

6780. Have you a short memory?—No, I have not; but your questions revert over so long a time, that, as I am engaged in business, it might slip my memory in that instance.

6781. Did Mr. Ludlow ever offer you 50 *l.* to pass Messrs. Hebbert's goods?—No.

6782. Did he ever talk to you upon the subject?—No.

6783. He never had any conversation with you at all?—No, not about that.

6784. Not about Messrs. Hebbert's goods?—No.

6785. Nor

6785. Nor about 50 *l.*?—No.

6786. Colonel *Gilpin.*] Had he any conversation with you about Mr. Smith not approving of Messrs. Hebbert contracting for these goods?—No.

6787. Have you ever had any conversation about Mr. Smith as connected with Messrs. Hebbert?—Not in any way.

6788. And nothing has passed with regard to money, although, according to your own statement, Mr. Ludlow has frequently talked to you upon that subject with regard to bribes?—Yes.

6789. Having frequently done that, I suppose he found you a ready listener, at all events?—I always listened.

6790. Now, I ask you whether you know any instance, directly or indirectly, of any bribe having been ever paid to any gentleman in office for the passing of goods for the service?—No, I do not.

6791. If anyone says you did, it is not correct?—It is not correct.

6792. Viscount *Duncan.*] You say decidedly that you are not aware of any bribe being given to any Government officers?—Yes.

6793. Mr. *T. G. Baring.*] Amongst the people with whom you say it has formed the subject of conversation in your presence, can you recollect anyone having stated that he, the person who spoke to you, had bribed any of the servants of the Government in any way?—No.

6794. *Chairman.*] How long have you known Mr. Ludlow?—I knew him casually seven or eight years ago, but I lost sight of him altogether until about the beginning of last year.

6795. Have you ever been intimate with him?—Yes.

6796. You have had many conversations connected with Government supplies?—Upon general topics, and Government matters amongst them; he used to be often at our house, and I used to go to his place in the Wandsworth-road; he was doing business for us there.

6797. You do not deny altogether that you had a conversation with him about Messrs. Hebbert's goods, but you say it was in chaff?—Messrs. Hebbert had not a contract at the time I allude to.

6798. If I recollect right, Mr. Ludlow stated, you informed him that Messrs. Hebbert's goods would be rejected as being three ounces short in weight, and you say you may have had some conversation with him, but it was in chaff?—Exactly so.

6799. As you are engaged in commercial pursuits, I suppose you often have conversations with mercantile men?—Yes.

6800. Did you ever moot the subject of money?—Yes, frequently.

6801. Did they ever intimate that there was some undue influence at work at some place or the other?—Now you bring it before me, I recollect hearing a manufacturer say that there must be some undue influence to get Messrs. Hebbert's marine clothing passed, for the cloth was of that wretched character that it would never go through.

6802. Some conversation has passed between you?—It was not addressed to me, but to a member of our firm, in my presence.

6803. What is his name?—Mr. Henry Woodrow.

6804. What is the name of the manufacturer who made that observation?—Mr. Taylor, of Gomersal.

6805. Mr. *T. G. Baring.*] To what cloth did that refer?—The Oxford kersey, for trousers.

6806. Was that the black grey cloth?—Yes; he said there was not sufficient new wool to cover the warp and weft.

6807. Did he say it was made of dead wool?—Of shoddy and mungo.

6808. What is mungo?—Old wool devilled up.

6809. That referred to cloth that was passed?—That was going to be passed.

6810. Are you aware whether that cloth passed or not?—I am not.

6811. Lord *Claud Hamilton.*] What opportunity had that person of examining and judging of the cloth?—The remark was, that they had a very clever man doing their business at Leeds; a man who used to keep a fourpenny shop, that is a beer-shop; that he was very cunning, and he studied to get appearance, instead of real value.

6812. Mr. *Corry.*] What was that person's name?—I do not know.

6813. Lord *Claud Hamilton.*] Did this person himself examine the cloth upon which

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which he gave an opinion?—He had seen it, or he could not have made the remark.

6814. Did he say he had seen it, and examined it himself?—Yes.

6815. *Chairman.*] You have given us one instance of a conversation with mercantile men respecting Government contracts; can you give any other?—No, I do not think that I can; if you will give me any instance, I might recollect it.

6816. I look to you to give me information?—I do not recollect anything else.

6817. You say you have a son of Mr. Smith's in your office?—Yes.

6818. And that you obtained his services by an advertisement?—Yes.

6819. How long has he been with you?—Since last February twelvemonth.

6820. Can you name the paper you advertised in?—The "Times."

6821. Can you give me the date of it?—I cannot now, but I can by ascertaining the date we first engaged him at our place, because it was within a few days of that.

6822. How many applicants had you for the situation?—Perhaps 50 or 60.

6823. Sir *Charles Napier.*] You stated that Mr. Ludlow and Mr. Simpson were the only men you had conversation with about bribery, or anything of that sort, but you have since dropped out that you had had this conversation with a manufacturer?—I did not think of it at the time.

6824. It appears very strange that, knowing what you were to be examined upon, your memory should return to you all at once, and that you should recollect having had conversation with Mr. Taylor; have you had conversation with anyone else?—No.

6825. If you prevaricate in your evidence, you must be aware that there are means of punishing you for so doing, and you must therefore be exceedingly particular in the evidence you give?—I do not recollect anything else.

6826. You gave exactly the same answer to Mr. Jackson, that you did not recollect anything else; and then you found out that you remembered Mr. Taylor?—I probably might recollect something else half-an-hour hence; but I do not at the present time.

6827. Mr. *T. G. Baring.*] In the conversation between Mr. Taylor and Mr. Woodrow, did you believe that he really made a charge against Messrs. Hebbert of bribing the people at Deptford?—No; he said it must be done so to get it through: he said, "If that does go through, they will pass anything."

6828. If you had remembered that conversation, would you have considered it necessary to state that as a charge of bribery against anyone?—No; because I do not know whether the stuff passed or not.

6829. You do not consider it a charge of bribery as against anyone?—No.

6830. Can you recollect any instance of anyone mentioning in your presence a case in which any subordinate of the Government had been bribed?—No.

6831. If that had been mentioned in your presence, should you have remembered it?—I should.

6832. All that has passed in your presence in conversation about undue influence?—In conversation.

6833. That is, people have supposed this, that, and the other?—Exactly.

6834. You never heard anyone state anything of his own knowledge?—No.

6835. Of that you are quite certain?—Quite certain.

6836. Is it possible that casual conversation of that sort you might have forgotten?—Quite possible.

6837. You attach no particular importance to the conversation?—No.

6838. Because no direct charge was made against anyone?—That is it.

6839. Viscount *Duncan.*] I understood you to say that you had given the Committee as much information as you could, so far as your memory served you?—Yes.

6840. But that you did not bind yourself down to this, that no such conversation might have taken place?—Yes.

6841. Is that the information you wished to convey to the Committee?—Yes.

6842. You still adhere to the assertion you formerly made, that, so far as your own knowledge goes, you never knew of any one giving a bribe to any Government officer in any department?—I do.

6843. Sir

6843. Sir *Charles Napier.*] Is it not talked about in the commercial world that such things are done?—Yes.

6844. And very generally talked of?—Very generally.

6845. Then can you not remember any of those who talked so very generally of it?—I cannot recollect any particular conversation just now.

6846. You say that in the commercial world it is talked of as bribery or undue influence; yet you say that you cannot give us any other names than those you have given us?—No.

6847. You meet a great many commercial men who are in the same line of business as yourself, do you not?—Yes.

6848. Can you not remember any particular house at which you were when these conversations took place; in your convivial moments, for instance?—I know nothing of sufficient importance to impress itself upon my memory.

6849. Try and remember whether you have never had any conversations with any one upon that subject?—No, I do not recollect any.

6850. Do you not recollect the name of any person who within the last four or five years has mentioned to you the possibility of managing the Government people?—I have had conversations with the best half of England upon the subject.

6851. Let us have their names?—In almost every town in England.

6852. Let us have the names of some of them?—Sometime ago, when I was in Leicester and Nottingham every other week, it was the general topic about the way in which the Government managed their affairs, and that there must be a great deal of favouritism for some people to get the orders, and pass the goods they did.

6853. Let us hear the names of the people at Nottingham?—Mr. Furley, of Nottingham.

6854. Give us some names at Leicester?—Mr. Biggsand, Mr. Richard Harris.

6855. What are they?—Manufacturers.

6856. Anyone else?—Their managing man, Mr. Edwards.

6857. Anyone else?—What I am alluding to occurred three or four years ago.

6858. Do you know anyone at Birmingham with whom you have had conversation upon the subject?—I have never been at Birmingham.

6859. Or at Manchester?—I do not recollect talking to any one at Manchester.

6860. Do you recollect any other towns?—Harwich.

6861. With whom?—Mr. Laidlaw.

6862. Is there anyone in London?—I should have to go through a long list, and I do not see the necessity of it.

6863. We see the necessity of it, and I require you to answer the question?—Mr. Parnell, in Bishopsgate-street, I have had conversation with.

6864. Anyone else?—I must recollect upon what occasions I have talked to them before I give their names.

6865. We are not particular about the occasions?—Mr. Tattersal, in Aldermanbury.

6866. Anyone else?—Mr. Hargist, of Gresham-street.

6867. Lord *Claud Hamilton.*] Have you had any conversation with Mr. Hughes, of the firm of Isaacs & Co., on this subject?—No; I do not know him.

6868. Are you quite sure?—I am quite sure.

6869. *Chairman.*] Or with Messrs. Wilson & Co., hosiers?—I have with Mr. Hoare, their representative.

6870. What is he?—One of their travellers.

6871. Sir *Charles Napier.*] Do you recollect any one else?—No, I do not recollect any one else just at this moment.

6872. When Mr. Jackson examined you closely upon this subject, your memory could only give you the names of Mr. Ludlow and Mr. Simpson; the Chairman of the Committee examined you, and all at once your memory came to you, and you gave him the name of another; you have now given the names of no less than nine people whom you have heard speak of the manner in which

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Government contracts are conducted; how do you account for not giving that information to Mr. Jackson?—I did not recollect them at the time.

6873. Are you subject to those changes of memory?—I was collecting myself upon what bore upon the questions I was asked.

6874. The questions that Mr. Jackson asked you were perfectly plain, and you could only find out the name of three people, and now off-hand you have given me the names of nine more, and I dare say if I were to go on, you would recollect nine others?—I do not recollect any others.

6875. Lord *Claud Hamilton.*] I made a mistake just now in the name; have you ever had any conversation with Mr. Holmes, of the firm of Isaacs & Co.?—He was down at Hayter & Howell's when these shirts were there.

6876. Had you any conversation with him upon the necessity of palming the Government officials?—I do not recollect any conversation with him.

6877. How long ago was that?—Last March twelvemonths.

6878. Colonel *Gilpin.*] You stated first of all, that you only knew these things from the "Times" newspaper; but since then you have given us a good catalogue of names of persons who have mentioned the circumstance to you, and you stated something about a Mr. Taylor?—Yes.

6879. What is he?—A manufacturer of cloth at Gomersal.

6880. Where did you meet him?—At our house.

6881. Was it in your own house that the conversation took place upon the subject of Messrs. Hebbert's clothing?—Yes.

6882. When was that?—The conversation was not addressed to me.

6883. Tell me when the conversation took place?—I cannot recollect the date.

6884. Can you recollect within a month or six weeks or two months?—It must have been some time in April last.

6885. Why?—Because it was the time when Mr. Taylor was in our house concerning some business we had with him.

6886. Now relate again what was the conversation between you upon the occasion with regard to this clothing?—The conversation was not directed to me.

6887. Did it take place in your presence?—Yes.

6888. Then have the goodness to state precisely what it was?—It was not all stated in my presence, but I asked Mr. Woodrow about it.

6889. State what took place in your presence, and in the precise words?—The precise words were, that the cloth which was being manufactured for Messrs. Hebbert & Co. had not sufficient wool on to cover the warp and the weft.

6890. Did you not say something about its not passing?—He did not know how in the world they would get it passed.

6891. Did he suggest any way in which it might be passed?—Unless some undue influence was used it never would pass.

6892. What led to this conversation?—We were talking about some cloth that he was making for us.

6893. Was that made of mungo?—No, of good wool.

6894. What did he say about it; did he say it was a different sort of article to what he was making for Messrs Hebbert & Co., or did he make any comparison between the two?—No, he made no comparison between the two; what we showed him was red, and he was talking about grey.

6895. Did he say that he was making it for Messrs. Hebbert & Co.?—He did not.

6896. Do you know whether the goods passed or not?—I do not know.

6897. Does the wool cover the warp and the weft?—The warp and the weft should be covered.

6898. With wool?—No, it should be altogether in the body of the cloth.

6899. The wool is not for the surface?—It should not be.

6900. You know nothing about the passing of these goods?—No.

6901. Was this cloth for marines?—Yes.

6902. Did he say who the manufacturer was?—He said a man who kept a fourpenny shop was getting it for them.

6903. Did he say where he was getting it?—No, that was all he said.

6904. *Chairman.*] It appears by your evidence that you have heard contractors and others complain of the difficulty of passing their goods?—Yes.

6905. Your

6905. Your own house has had no complaint of that kind?—We are very particular to have no complaints.

6906. You have said that you gave this young Smith 20 *s.* a week?—Yes.

6907. Did you give him board and lodging?—No.

6908. Lord *Claud Hamilton.*] When this conversation took place, was there any discussion as to the best way of getting articles to pass through the Government inspection?—No.

6909. Mr. *Jackson.*] As your memory appears to be so refreshed, with reference to names, I want to go back to the 4th, 5th, or 6th of February, when Mr. Ludlow states he had some conversation with you; do you recollect Mr. Liddel being present at any of those conversations?—Yes.

6910. You recollect his being there?—I recollect his being present with Mr. Ludlow one day in the beginning of February; he is clerk to Mr. Bicknell, a lawyer, of Baker-street.

6911. Was he there only once with Mr. Ludlow?—I will not be sure whether I did not go twice to Mr. Bicknell's office.

6912. You do not recollect, when he was there, having any conversation with Mr. Ludlow with reference to Messrs. Hebbert's goods?—No, I do not.

6913. You are certain?—I do not recollect it.

6914. Are you certain that no conversation took place, with reference to Messrs. Hebbert's goods, in the presence of Mr. Ludlow and Mr. Liddel?—I cannot say what conversation took place with Mr. Liddel, because my mind was occupied with a matter that more deeply concerned myself. I do not recollect any conversations that took place in Mr. Liddel's presence.

6915. You are quite certain whether you did discuss the question of Messrs. Hebbert's contract in the presence of Mr. Liddel and Mr. Ludlow?—I cannot recollect that any conversation took place then.

6916. Mr. *T. G. Baring.*] Are you quite certain that you had no conversations with Mr. Smith, relative to Messrs. Hebbert's goods being about to be rejected for lightness of weight?—No; I never said anything to Mr. Smith about it.

6917. Did Mr. Smith say anything to you?—No.

6918. Has Mr. Smith ever spoken to you about the rejections of Messrs. Hebbert's goods?—He has told me in one instance that there has been a rejection, but he did not say what it was; I am alluding to young Smith.

6919. Has old Smith spoken to you about the rejections of Messrs. Hebbert's goods?—I have not seen him since the end of December.

6920. Not since the 23d of December?—Not since the 23d of December until last Tuesday.

6921. Then you could not have spoken to Mr. Ludlow upon the subject of rejections about to take place under Messrs. Hebberts, upon any information you received from Mr. Smith, senior?—No, I never saw him, or had any communication with him, direct or indirect, from December until Tuesday last.

6922. *Chairman.*] Are all your goods inspected at Deptford?—The Admiralty goods are; we have had them inspected at Gosport.

6923. How long have you been employed by the Admiralty?—About 11 years.

6924. During the whole of that time you have never had any goods rejected?—Yes, we have.

6925. Viscount *Duncan.*] I think I understood you to say you had had conversations with various parties at various periods, generally upon the subject of these Government contracts. Did you, in the course of any of those conversations with the parties you have mentioned, ever hear anyone named in a Government office as likely to take a bribe?—Mr. Ludlow said that Mr. Ramsay would.

6926. Did you ever hear any one say the same thing of any one else in a Government department?—No.

6927. You are quite certain about that?—Quite certain.

6928. So far as I understand you, your conversations related generally to the difficulty of passing goods in the various Government stores?—That some people could get them passed and others had a great deal of trouble about it.

6929. They were general conversations, and not relating to any particular persons?—No, not relating to any one in particular.

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6930. Did you understand Mr. Ludlow to say that Mr. Ramsay was a party who would actually take a bribe, to facilitate the passing of goods?—He did.

6931. Colonel *Gilpin.*] That he would take it?—That he would take it.

6932. Viscount *Duncan.*] How long ago did he state that?—At the time of the transaction about the shirts.

6933. Did you believe that assertion when it was stated to you?—No, I did not.

6934. Did you state to Mr. Ludlow that you did not believe the assertion that he made?—I did.

6935. You thought it an extremely improbable and foolish assertion on his part?—Yes.

6936. Colonel *Gilpin.*] Where did this conversation take place?—In our warehouse.

6937. When?—In the beginning of last year.

6938. What month?—In February or March 1856.

6939. Are you sure he said that Mr. Ramsay would take a bribe?—He did not say the words that he would take a bribe, but "You could make it all right."

6940. Give me the actual words he used?—These are the actual words he used, "If you would make it all right with Mr. Ramsay you would get lots of orders, and you would have no difficulty in passing."

6941. That might mean that Mr. Ramsay approved of the goods?—He has nothing to do with the passing of the goods.

6942. He stated that Mr. Ramsay was open to a bribe?—Yes.

6943. That you are sure of?—Yes.

6944. Sir *C. Napier.*] Was anyone present?—Yes; Mr. Henry Woodrow.

6945. Mr. *Corry.*] You stated that the manufacturers with whom you had had conversations complained that some people could get their goods passed, and others could not; did they name any particular person who had them passed in preference to others?—They did not; these remarks are generally made upon some one, and you can draw the inference.

6946. General *Codrington.*] With regard to this conversation about bribing Government officials which you had with so many different people, did you begin the conversation?—It was generally brought about in a business sort of way.

6947. Did you begin the conversation with them?—I did not.

6948. What brought it on?—I wanted goods made for Government.

6949. Were you then with Messrs. Woodrow?—No; I was with Morrison and Dillon then, and when I took the patterns to these people to ask whether they would make a certain article at a certain price, they would say, "We cannot have anything to do with it, there is so much trouble in passing goods with the Government."

6950. What brought on the question of bribing?—That is the inference.

6951. What brought it on?—I said I would take the trouble of passing them; "Yes, but," they said, "if you are not all right at headquarters, you cannot get along."

6952. You began the conversation then, in fact?—Yes.

6953. It was not begun by them, but it was a kind of offer on your part to get the goods passed?—No; I began it by showing the pattern, and asking what they would make the goods for; and they declined to make the goods, on account of the difficulty in passing the Government stores.

6954. You undertook to get the goods passed by some particular means?—Provided they were made equal to the pattern.

6955. The beginning of your conversation had nothing to do with the question of bribery?—No.

6956. What did you mean by saying you would take the trouble of passing them?—If they made them up to the pattern.

6957. Do you mean that your remarks had nothing to do with the question of bribery?—No.

6958. Viscount *Duncan.*] Your conviction was, that if the goods were made equal to the pattern, you would be able to pass them?—Yes.

6959. Mr. *T. G. Baring.*] They said, "Unless you can make it right, we will not do it"?—Yes.

6960. Sir

6960. General *Codrington.*] Who first mooted the question of being able to bribe Government officials?—It was the inference.

6961. Did you ever refer to the subject in conversation?—That must mean bribery.

6962. Did you ever refer to it as such?—Not exactly.

6963. Did you give them to understand it was that?—They gave me to understand it was that.

6964. Did they give you to understand it before you began it?—Yes.

6965. It was from them?—Yes.

6966. Not from you?—Not from me.

6967. Mr. *T. G. Baring.*] Did you ever give them to understand that you could pass the goods by bribing?—No; that if they made them up to the mark, I would fight the battle.

6968. You say the conversation occurred in consequence of your going to men to execute orders for you?—Yes; the conversation began with my asking them to make the article.

6969. Viscount *Duncan.*] You asked them to make the goods?—Yes.

6970. And their reply was, that they did not like to make the goods for the Government on account of the difficulty in passing them?—Exactly.

6971. And your reply again to them was, that you could pass the goods if they made them equal to the pattern?—Yes.

6972. Now the question I have to ask you is this: you yourself, if the goods are equal to the pattern, have not experienced the difficulty that they were afraid of in passing the goods?—No.

6973. You have frequently, as an agent for the house of Woodrow and Co., passed goods?—Yes.

6974. You have not experienced the difficulty that they seemed to anticipate?—No.

6975. So far as I understand you, when your goods have been equal to the pattern, every facility has been given at the Government stores for passing goods?—Yes.

6976. But when not equal to the pattern they have been rejected?—Exactly.

6977. Mr. *Corry.*] Does the disinclination of manufacturers to make goods result from the increased stringency of the new regulations?—It always was so; they used to make the remark, "So and so is the person for this article."

6978. Did the new regulations add to the disinclination of parties to make the goods?—Not that I am aware of.

6979. Viscount *Duncan.*] The disinclination to which you allude has existed ever since you have been in the trade?—Yes, for several years.

6980. You have not observed of late that that disinclination has increased?—Not generally; in one or two instances people have said they will have nothing to do with it now.

6981. State the one or two instances to which you allude?—Mr. Rawson, of Leicester, I showed a pattern to some time ago, and he said "I shall have nothing to do with this, on account of the difficulty of passing them."

6982. *Chairman.*] You have stated that your goods have passed because they have always been up to the mark?—Yes.

6983. Have you seen bad goods pass inspection?—Not of ours.

6984. But you have seen bad goods pass inspection?—I have; I saw these shirts at Messrs. Hayter and Howell's.

6985. You admit that that they were not up to the pattern and quality?—Yes.

6986. General *Codrington.*] I understand they were necessaries, and not Government clothing?—Shirts are necessaries.

6987. They are not what is called clothing supplied by the Government?—No.

6988. Lord *Claud Hamilton.*] It was part of the contract to the Government?—Yes.

6989. Who were the contractors?—Messrs. Isaacs and Co.

6990. *Chairman.*] They ought to have been up to the mark?—Yes; but just at that time there was a great demand for goods in the Crimea.

6991. Colonel *Gilpin.*] And that was thought a good opportunity of passing them?—In all probability they could not get anything else.

6992. Viscount *Duncan.*] Do you know whether the same price was charged for all the articles?—No, I do not.

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6993. The different assortments of goods were kept in different lots when they were passed?—Yes.

6994. And were not mixed up in one lot, and passed as the same article?—No.

6995. Colonel *Gilpin.*] You said they were Messrs. Isaacs' goods, and that there was a great demand for them in the Crimea; I then asked you whether you considered that that was a good opportunity of passing inferior articles, and you stated in answer to that, that there was a difficulty in getting good articles?—There was a difficulty in getting the goods.

6996. That was the time when you passed the 500 dozen shirts for Messrs. Woodrow?—Yes.

6997. Had you any difficulty in getting them?—No.

6998. Then how can you say that Messrs. Isaacs & Co. had a greater difficulty in getting good articles than yourselves?—It was not for me; I did not pass them.

6999. You say that you passed for Messrs. Woodrow 600 dozen of shirts at that time?—I did not pass them for Messrs. Woodrow; the goods were sold to Messrs. Isaacs, and Messrs. Woodrow had nothing further to do with them.

7000. You stated, as I understood, that 600 dozen of shirts belonging to Messrs. Woodrow were passed at that time?—Five hundred dozen were.

7001. They were good shirts?—They were.

7002. And Messrs. Isaacs' goods were rejected?—They were not.

7003. *Chairman.*] You were asked upon the last occasion these questions: "Did you see any other shirts that Messrs. Isaacs' supplied to the public departments?" and your answer was, "I saw a lot of shirts when these went in to Messrs. Hayter & Howell's, in Mark-lane;" and then you were asked these questions: "How do you know they were Messrs. Isaacs'?—They had tickets on them." "Did you compare these shirts with those that you sold them?—I did." "Was there any difference in quality?—There was." "Which was the superior?—In my estimation, mine was the superior, but it was no business of mine; these shirts might not have cost so much money as mine, and I had no business to know for what purpose they were." "Lord *Claud Hamilton:* Did you know what they were intended for?—They were to be shipped for Government purposes." "*Chairman:* When you compared the two articles did you form an opinion, in your own mind, as to the difference in price, per dozen?—I had an idea, that if they had been offered to me at 2*s.* per dozen less I would not have bought them?"—That is what I stated.

7004. Colonel *Gilpin.*] Was there any greater difficulty in Messrs. Isaacs at that time getting good shirts, although there was a pressure, than there was in Messrs. Woodrow getting them?—We make them ourselves.

7005. Answer my question; was there anything you know of, in the trade, which should prevent Messrs. Isaacs getting good shirts, if Messrs. Woodrow were enabled to get them?—I have nothing to do with Messrs. Isaacs' business.

7006. Answer my question; you have stated that Messrs. Isaacs' goods were improperly passed?—They were not so good.

7007. You gave as a reason why they were not as good, that there was a difficulty at that time in getting good articles?—There was a pressure at that time.

7008. But there was no greater pressure upon Messrs. Isaacs than upon Messrs. Woodrow?—Messrs. Isaacs have the market to go into when they like.

7009. So have Messrs. Woodrow?—Messrs. Isaacs gave us the order; we had no contract, but Messrs. Isaacs gave us the order for 500 dozen of shirts, and we made them.

Mr. *David Ludlow*, called in; and further Examined.

Mr. *D. Ludlow.*

7010. Viscount *Duncan.*] THE following evidence has been given to-day by Mr. Lepine: "Have you ever had your attention called to any party who might have known such a thing as palming any of the officials?—No." "Has any name ever been mentioned to you?—Yes, there has been a name mentioned." "Will you be good enough to mention the name of the party?—Mr. Ludlow used to come in frequently and talk about it, and he said, if we could get hold of Mr. Ramsay and palm him, we could get any quantity of orders, and they would

would be sure to pass through." Now I ask you, whether any conversation ever took place between you and Mr. Lepine upon the subject of Mr. Ramsay?—I believe the time that Mr. Lepine alludes to is the time that Messrs. Woodrow gave me the pattern shirts and the samples. I will not be positive as to the time, but it was so notorious in the city that the shirts were bought at between 16*s.* and 17*s.*, and were passed at 20*s.* and 21*s.* I will not be certain, but I think one of the Mr. Woodrows, either Mr. Henry or Mr. Alfred, made an observation that if Mr. Ramsay wanted a bill discounted for 1,000*l.* they, Messrs. Woodrow, could do it; there is something of that sort floating in my mind. Mr. *D. Ludlow.* 31 July 1857.

7011. Did you yourself, in conversation with Mr. Lepine, ever make any such assertion as that to which you allude?—I have no recollection at all beyond the conversation that I have now repeated.

7012. Are you quite certain that in conversation with Mr. Lepine you never stated that you thought that Mr. Ramsay was susceptible of being palmed, or words to that effect?—Never; I could not state such a thing.

Mr. *Alfred Woodrow*, called in; and Examined.

7013. Viscount *Duncan.*] WHAT is the nature of your business?—I am a shirt manufacturer and Government contractor. Mr. *A. Woodrow.*

7014. To a large extent?—Not to what would be considered a large extent, but to a very fair extent at all events.

7015. Have you heard the nature of the conversation which Mr. Lepine has stated to this Committee, as having taken place between himself and Mr. Ludlow, on the subject of Mr. Ramsay?—I heard the conversation in our warehouse.

7016. Repeat to the Committee the conversation you heard, as near as you can recollect it, between Mr. Ludlow and Mr. Lepine, on the subject of Mr. Ramsay?—The conversation amounted simply to this: that if we could convey 1,000*l.* to Mr. Ramsay we might get any amount of orders from the War Department which we might think proper to ask for.

7017. Who stated that?—Mr. Ludlow.

7018. Are you quite certain he stated that in your presence?—Quite certain.

7019. You have heard the period which has been referred to?—I cannot say to a month as to the time; I merely say that some time in the beginning of last year I heard a conversation between Mr. Ludlow and Mr. Lepine to that effect.

7020. That conversation took place in your warehouse?—In my warehouse, and in my hearing.

7021. I need perhaps hardly ask you whether, in your own opinion, and from your knowledge of Mr. Ramsay, you think Mr. Ludlow was justified in making any such statement in your presence?—I know nothing of Mr. Ramsay.

7022. Colonel *Gilpin.*] Do you know him by sight?—I do not know him by sight, nor have we had any commercial transactions with the department to which he belongs that I know of; at least we had not at that time.

7023. Viscount *Duncan.*] You are quite certain that in your presence Mr. Ludlow made use of some such words?—I am quite certain.

7024. If Mr. Ludlow has since denied making use of such words, has Mr. Ludlow, in your opinion, stated that which is not the truth?—Or has forgotten what he said.

Mr. *John Bryan*, called in; and Examined.

7025. Mr. *Jackson.*] WILL you be good enough to give the Committee the name of the official assignee who has the book in which you entered to the debit of Mr. Smith, the 20*l.* which you stated to the Committee you had lent him?—Mr. Cannan, of Aldermanbury. Mr. *John Bryan.*

7026. I think on the day you gave evidence here you had some conversation with Mr. Smith?—I met Mr. Smith accidentally in the hall while I was waiting for you.

7027. Have you any objection to state to the Committee what took place between you and him?—I do not know why I should not state it.

7028. Be good enough to state then to the Committee the exact words that passed between you and Mr. Smith on that day?—After passing the usual compliments of the morning, Mr. Smith reminded me that he admitted having received

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received the 20 *l.*; that was all right; but he likewise said he had paid it back to Mr. Peto. I said I did not know that he had done so, and it did not appear in our accounts. Immediately afterwards I said, "I have no doubt that many questions will be put to me, and among others what about the per-centage that you and Mr. Peto had conversation about?" and he said, "Not a word about that; you know nothing of that" At that moment Mr. Bischoff passed, and I went away with him.

7029. What did you understand by his saying "Not a word about that"?—That I was not to know anything about it.

7030. That you were, if possible, not to state the per-centage question to this Committee?—Just so.

7031. Mr. *T. G. Baring.*] Are you quite certain he did not say "I have not a word to say about that"?—I am quite positive.

7032. What were the expressions used?—"You must not know anything about that."

7033. You are quite certain he did not say, "You cannot have anything to say about that"?—No; "You must not know anything about it."

7034. In answer to Question 6136, you stated that the circumstances regarding the per-centage took place abont 18 months ago?—To the best of my knowledge it was about 18 months ago.

7035. That would bring it to about January 1856?—Yes.

7036. What was the date of your failure?—September 1856.

7037. You stated in answer, to Question 6168, that Mr. Smith never called upon you to pay the per-centage; in answer to Question 6170, you stated that no payment was made under that agreement; and, in answer to Question 6226, that that you never sent in any supplies after the arrangement with Mr. Smith?—To the best of my belief.

7038. If you had sent in any supplies subsequent to that agreement, would not a per-centage have been paid to Mr. Smith?—I do not know.

7039. Colonel *Gilpin.*] Your partner made the arrangement?—He did.

7040. Mr. *T. G. Baring.*] What did you understand the arrangement to be?—That a per-centage would be paid by us upon caps.

7041. If any arrangement was made, would you not have to pay a per-centage upon goods supplied by you under your contract?—Any contract running at that time.

7042. You have stated, in answer to Questions 6170 and 6226, that no payment was made, because no supplies were sent in afterwards. I have a list of the supplies sent in under your contract; and I find that, on the 16th January 1856, 500 privates' caps and balls were delivered, and that on the 12th February 1856, 20 artillery serjeants' and 300 artillery gunners' caps and balls were delivered; and that there were 50 divisional serjeants' and 500 privates' caps and balls delivered; and that in March about the same quantity was delivered. I find that on the 16th April there was a large supply, and that on the 13th May a considerable supply was delivered: on the 23d June a large supply, and on the 12th August there was a similar supply, and again on the 14th October. How can you reconcile that with your statement that no supplies were made?—I must have been in error in the statement I made.

7043. Do you intend to adhere to your statement, that no money was paid to Mr. Smith under this agreement?—I do.

7044. If no money was paid under it, how can you say that there was any agreement at all?—The arrangement I was alluding to, with regard to my partner, might have been upon these further supplies that have been passed.

7045. Do you mean to say that if the per-centage had been paid to Mr. Smith you would not have been aware of it?—If any had been paid I should have been aware of it.

7046. You can say that no money was paid to Mr. Smith?—Yes.

7047. How can you reconcile that with your statement that the agreement was made by your partner in January 1856?—We have not been called upon for it.

7048. You have stated that an agreement was made with Mr. Smith, in January 1856, and that no money passed in the way of per-centage. I find that very large supplies were delivered under your contract from January 1856 up to October 1856, and you have since stated that if any per-centage had been paid you must have been aware of it; no per-centage having been paid, how does that agree with your statement that any agreement was made?—I cannot say what

what conversation took place between my partner and Mr. Smith on this occasion, but it was for any future supplies that went in.

7049. I have read to you a long list of future supplies, and you say that no per-centage was given to Mr. Smith; how do you account for that if any arrangement was made?—From the observations of my partner that he had made an agreement; but I did not say from what date it was to commence.

7050. What could it possibly refer to except your contract?—It would only refer to the contract; but I cannot say from what date.

7051. Can you say how it was that you did not pay the per-centage?—Because we had not been asked for it; our bankruptcy occurred soon afterwards.

7052. I have read to you a long list of supplies between January and September; was any payment made between those times?—No.

7053. How do you account for no payment being made upon the arrangement?—I believe that my partner made such an arrangement with Mr. Smith, but Mr. Smith did not apply for it under that arrangement, otherwise it would have been paid, whatever the arrangement might have been with my partner; I have told you I did not know what per-centage he was to have.

7054. Do you know anything about it of your own knowledge?—No more than I have told you.

7055. You stated, in answer to Question 6310, that you considered the stringent regulations justified parties in offering bribes to servants of the Government. I have before me your last three contracts with the marines, dated 20th November 1851, 23d March 1854, and 21st May 1855; take one of them into your hand and point out the stringent regulations to which you refer?—This is one of the clauses that I refer to: "And the said before-mentioned contracting parties do hereby agree, that whether the caps with balls be delivered within or after the time or times hereby limited for delivery, they will, at their own cost, take back all such of the caps with balls as shall be disapproved of or rejected within seven days after notice shall have been given to them by the proper officer or officers as and for their own caps with balls. And if the said contracting parties omit or refuse to take away at their own cost from the said stores, within the period of seven days, all such caps with balls which may from time to time, or at any time or times be rejected by the said proper receiving officers of the said Commissioners, then, and as often as any such omission or refusal shall occur, the said first-mentioned contracting parties shall pay unto Her Majesty the sum of 10 *l.*, and also a further sum of 40 *s.* for each and every day after the said period of seven days during which the said caps with balls, or any of them, or any part thereof, shall not be taken back by the said contracting parties."

7056. Is that the only clause in the contract to which you object?—That is the principal one, but I have not had time to look through all the regulations.

7057. Have you never read the contract before?—I have read it, but I have forgotten the particulars.

7058. You have stated that the stringency of the measures justified you in bribing the officers of the Government; I wish you to state what are the stringent regulations which you consider justify you in taking that course?—First of all, the fine of 10 *l.* on delivery.

7059. How can there be a fine of 10 *l.* on delivery?—I should say on rejection.

7060. The only thing you object to is the fine of 10 *l.* on the rejection?—Not the only thing, but there is such a short time allowed for replacing the rejections.

Martis, 4° die Augusti, 1857.

MEMBERS PRESENT.

Colonel Boldero.	Mr. Liddell.
Mr. T. G. Baring.	Sir Charles Napier.
Mr. Corry.	Mr. Newdegate.
Viscount Duncan.	Mr. Philipps.
Colonel Gilpin.	Sir John Ramsden.
Lord Claud Hamilton.	Mr. Brown Westhead.
Mr. Jackson.	

COLONEL BOLDERO, IN THE CHAIR.

Mr. *John Bryan*, called in; and further Examined.

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7061. *Chairman.*] YOU have been to the Bankruptcy Court?—I have.

7062. You have laid before me an extract of the date of which 20 *l.* was given to Mr. Smith?—Yes.

7063. It is dated "1st March 1856. Cash-loan, 55- 20*l.*"; what is the meaning of "55"?—I do not know; I suppose the folio of the ledger.

7064. It is properly signed by the official assignee?—Yes, I saw it signed; it was signed in my presence; it was a copy taken by one of the clerks.

7065. What was the date of the last entry in your books previously to your being made a bankrupt?—I think about September the 6th, 1856.

7066. Have you examined those books since you were there?—I have only noticed that entry.

7067. Is there any entry that that money is repaid?—Not any.

7068. Mr. *T. G. Baring.*] How was that debt written off?—It was not written off.

7069. Why did you not apply to Mr. Smith for it?—It was not for me to apply for it.

7070. Why did not the assignee apply for it?—I do not know.

7071. Have the assignees applied?—I really cannot tell you.

7072. *Chairman.*] You are familiar, are you not, with every entry in that book?—No, I cannot say that I am.

7073. Is there any other transaction of a similar character?—Not any that I am aware of.

7074. When did this transaction of the 20 *l.* take place?—In March.

7075. And where?—At my manufactory, in Baker-street.

7076. How was it that Serjeant Smith came to your manufactory?—He had been in the habit of doing so from time to time, coming there of an evening.

7077. What was his business?—To let us know the result of the inspection generally.

7078. Your partner placed this money in his hand?—No, I think I did it; I lent him the money.

7079. When you placed that money in his hands, did you consider it as a loan or as a gift?—I gave it him as a loan; whether I should ever ask him for it again, if he had not offered it, is another question; I certainly have not ever asked him for it as a loan, to make up an amount to buy shares in the Unity Bank.

7080. Did you take any receipt from him?—Not any.

7081. Have you ever asked him to repay that money?—He has, since this Committee has been sitting.

7082. Have you ever asked him to repay you that money yourself?—Never.

7083. When your books were placed in the hands of the assignees in the Bankruptcy Court, I presume you were examined?—Yes.

7084. They called your attention to good debts and bad debts?—The accountant did that when he was making the accounts out.

7085. Did you point out the loan of 20 *l.* to Mr. Smith as a good debt or a bad one?—I have no recollection; that amount came before me; Mr. Peto, my late partner, and myself, used to take alternate days, as it might happen; we were still carrying on business for the creditors, and it was necessary for one or other

to

to be on the premises; I apprehend that that amount must have come before Mr. Peto; I do not recollect it.

7086. How is it that the assignees have never applied for the repayment of this sum?—I think they must have applied for it; it has not been marked off.

7087. Viscount *Duncan.*] Have the assignees applied for it?—The official assignee, I should imagine, must have done so.

7088. When?—I cannot tell.

7089. *Chairman.*] Has the money ever been paid?—Never.

7090. Not the 20*l.*?—No. Since this Committee has been sitting, or since I have been summoned, Mrs. Smith has brought me the 20*l.*, and I received it, with a promise that it should be returned again when the Committee was defunct.

7091. It is a very extraordinary statement that you have made; upon what grounds did you receive the 20*l.*, and make a promise to return it to her?—To give me an opportunity of telling you that the money had been received.

7092. Did you give a receipt for it?—Yes, I did.

7093. What is the date of that receipt?—I dated it back at the time that he wished me; to November the 4th, or somewhere about that time.

7094. When was the date of this transaction?—Within three weeks of this time.

7095. Before you were examined?—Yes, before I was examined.

7096. The fact was, that you were attending here several days before you were examined?—Yes.

7097. During that interval you saw Mr. Smith?—Yes.

7098. And a conversation took place between you?—Yes.

7099. Did you ask him for the money then?—No; I asked him what was to be done about it in my evidence.

7100. Did you ask him to pay you the money?—No; I have no recollection of having done so.

7101. As you have been bankrupt and all your affairs are in the Bankruptcy Court, what power had you to give a receipt for 20*l.*?—No power; I had no business to do it.

7102. Viscount *Duncan.*] Did you do so?—Yes.

7103. Why did you do so?—Because I was asked to do so, and Mr. Smith told me that he was collecting all the evidence he could get together for Mr. Baring, and the memorandum that I gave him, Mr. Baring did not think worth keeping, and if I could get a receipt, or he could get one, I presumed it would be more binding.

7104. When you originally advanced the money you advanced it as a loan?—Yes, I did with that impression.

7105. Not as a gift?—No.

7106. How was it that your impression was that the money was never to be repaid?—I have never asked him for it.

7107. Was Smith aware that you never would have asked him for it?—I cannot say.

7108. Did you tell him that you would never ask him for it again?—I did not tell him, certainly.

7109. Have you got that receipt, dated November the 4th, 1856, or has Mrs. Smith got it?—She did not have it; I sent it by post the next day to Mr. Smith at Deptford.

7110. Mr. *Jackson.*] Had you any communication by writing with Mr. Smith prior to your being examined with reference to this 20*l.*?—I have a recollection that I wrote him a note, asking him what was to be done with regard to the 20*l.*, as I expected to be examined before the Committee.

7111. Do you recollect writing him a note, stating that the firm of Hebbert & Co. were moving in this matter, and you were desirous of having this question settled?—I do; I did write that letter.

7112. Therefore, when you state to the Committee that you had no conversation with Serjeant Smith with reference to the 20*l.*, you did not mean to say that you had had no correspondence with him about it?—Certainly not.

7113. Therefore, your observation was, to a certain extent, a qualified one?—Yes.

7114. Do you recollect that, on the 27th of July 1857, you gave a receipt for that money to Mrs. Smith?—I gave a memorandum.

7115. On the 27th July you gave a memorandum to Mrs. Smith of having received from her 20*l.*?—Just so.

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7116. Which 20*l.* you considered was recouping the 20*l.* that your late firm lent to Mr. Smith?—Exactly.

7117. You state that you did not consider yourself authorised, your firm being in the "Gazette," and your affairs being in the hands of assignees, to receive that money?—Certainly, that was my feeling.

7118. You did receive it, so as to enable you to state to the Committee that it had been repaid, with a full understanding that it was to be returned to Mr. Smith?—Certainly, that it was to be returned, otherwise I should not have received it then.

7119. Therefore it was an avoidance of the question before this Committee?—It looks very much like it.

7120. But it is equally a confirmation of the payment, and of the facts stated by you that Mr. Smith did get this money by way of loan from your late firm?—Certainly.

7121. You have stated that you have been in communication with the official assignee to get this extract from the books, and that you have got that 20*l.*?—No, I have not seen him since; it was only yesterday that I received it.

7122. It was a mere *ruse* to avoid any direct questions that might be put to you, with reference to the payment or non-payment of that 20*l.* by Mr. Smith; you wished to say that it had been paid?—Just so; that I should not tell a lie.

7123. At the time that you came in to this Committee to give evidence with reference to that, Smith was a debtor to your estate to the extent of 20*l.*?—Most certainly he was.

7124. You have no hesitation in stating that Mr. Smith still remained a debtor for that 20*l.* when you received your summons to attend and give evidence here?—He was indebted to our estate that amount.

7125. You stated just now that Smith said that he came by the advice of Mr. Baring, by whom he was requested to get all the information in his power; did Smith state to you that this receipt was to be dated at the request of Mr. Baring?—No.

7126. The inference from your observation, which might be put upon your reply to the question, might leave in the minds of persons in this room the impression that Mr. Baring had solicited Smith to get the receipt dated back. It is due to Mr. Baring that you should state precisely what you know under the circumstances?—He merely stated that he was getting all the information he could, at the desire of Mr. Baring, and he would see him again the next morning before coming here.

7127. Mr. Baring being in fact his master?—Yes.

7128. He had from time to time to communicate with Mr. Baring; it was a part of his duty to get all the information he could and report it to Mr. Baring?—Of course, I understood him to say so.

7129. Sir *Charles Napier.*] When you received this 20*l.* from Mr. Smith, did you intend to give this evidence before the Committee?—Had I been asked the question, most certainly.

7130. Did you expect to be called before the Committee again?—Yes.

7131. Did you tell Smith that you intended, when you came before the Committee, to state that he had paid you the 20*l.*; that you were to return it to him again after the Committee was over, and that you would state to the Committee that you had dated it back?—Yes, to November.

7132. Did you state all this to Smith?—I did.

7133. You surely must have been aware when this conversation went on, or this transaction went on between Smith and you, that you were doing him a greater injury than he had received already?—I was not aware of it.

7134. Do not you think that your letting out before this Committee, after you had been examined beforehand, and telling all this story, would appear to the Committee as if it was a job got up to enable you to say that Smith had repaid you?—I can only say that it was no job got up, and I am only sorry that I am called here to say what I have done.

7135. What was the object of your settling this affair with Smith, if you did not expect to be called here again?—I did expect to be called here again, and I stated so in my evidence.

7136. It appears as if you had laid a trap for Mr. Smith to damage him?—It does appear so, but such was not the case.

7137. Was it done to serve Smith?—I did it with the intention that I should not

not tell a story; if I was asked the question, Was the money paid me? I should have said, Yes, it had been.

7138. Would it not have been better if you had advised Smith not to pay you this money now, as it would come all before the Committee?—I did not know what was coming out here; I could not tell.

7139. You must have suspected that some inquiry would be made about this 20 *l.*?—I could not tell at all what was likely to come out.

7140. Do you mean to say that you never fancied for a moment that any more questions would be asked about this 20 *l.*?—I did not fancy at all about it; I gave it no thought.

7141. What was the use of taking 20 *l.* from him at the time when you intended to return it?—To enable me to say that I had received it.

7142. Then you did expect that some inquiry would be made?—I should imagine so from that.

7143. You said before that you did not expect that you would be asked any questions about the 20 *l.*?—Yes, I did say so.

7144. *Chairman.*] When you received the money, and gave a receipt, that was on the 27th of July?—No, a memorandum to his wife.

7145. That was on the 27th of July?—I think that was about the date of it.

7146. What was the date that you put to that memorandum?—I do not recollect; I do not know whether I did put a date to it.

7147. You stated that you dated it back?—No; the receipt that I forwarded the next day I dated back to the month of November. When she left the money, I gave her a memorandum that I had received it, with a promise to return it after the Committee had finished its sitting. After that Mr. Smith called at my house, and told me that that memorandum was of no use to him, would I let him have a receipt for 20 *l.* dated back to November, taking care that the date did not fall on Sunday, and I sent that by post the next day

7148. Mr. *Corry.*] Did Mr. Smith himself, on tendering you the money, make it a condition that it was to be returned after the conclusion of this inquiry?—Mr. Smith did not tender it; his wife did.

7149. Did she make it a condition that the money was to be returned?—Yes.

7150. Was it suggested by her and not by yourself, that the money should be returned?—Mr. Smith, also, when I saw him at my house, mentioned the circumstance, "Mind, you will let me have this 20 *l.* back again."

7151. Viscount *Duncan.*] As far as I understand you, the 20 *l.* was originally given as a loan to Mr. Smith?—I think I have stated so.

7152. Did I understand you to say that you did not expect it to be repaid?—At the outset, when I lent the money first, I had expected that it would be repaid; he stated as much; that it would be repaid sometime.

7153. You did expect that it would be repaid?—Yes.

7154. When did it first occur to you that it would not be repaid?—I should not have asked for it.

7155. When did it first occur to you that it would not be repaid?—I cannot give any reply to that; I do not know.

7156. Did you ever expect it would not be repaid?—At the time that I lent it I expected that it would be repaid. Afterwards I did not think anything about it.

7157. Did you ever expect that that money would not be repaid?—My impression was, that it would never be repaid me afterwards.

7158. When did that impression first come upon you?—I am sure I cannot tell.

7159. What is the date of the original loan?—The document that I brought from the official assignee shows it to be March 1st, 1856.

7160. Sir *Charles Napier.*] Did Mrs. Smith ask you to say nothing about this transaction before the Committee?—No, I do not recollect any conversation.

7161. Did Mr. Smith or Mrs. Smith write to you, to ask you to say nothing about this to the Committee?—No.

7162. Mr. *T. G. Baring.*] You stated that you never asked Mr. Smith for this money. I will read to you your answer on the previous occasion. At 6179 you were asked, "Did you ever lend Mr. Smith any money?" and you stated, "I once lent Mr. Smith 20 *l.*, and he repaid it me"?—I never stated that.

7163. At Question 6180 you were asked again, "He repaid to you?" and

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your answer was, "He repaid it back to Mr. Peto, he says, but I am not positive of that. He told me some time after that, upon my making application for money." And at Question 6181 you were asked, "You asked for the money, and you were told that Mr. Peto had received it?" and your answer was, "Yes." How can you explain your statement that you never asked him?—A letter that was written the other day, stating that I expected to be called upon through Messrs. Hebbert, is a contradiction to that.

7164. Then you did ask him for it?—My letter will prove that.

7165. What was the date of that letter?—It was six weeks ago.

7166. Was that before the 27th of July?—Yes.

7167. Had any communication been made to you by Mr. Smith, respecting this money, before you wrote this letter?—No.

7168. The communication between you and Smith was made by you to him?—By this first intimation of it.

7169. You applied to him for the money?—I think that previous to that I went down to the dockyard, and there saw Mr. Smith, and was forbade admittance.

7170. Did you see Mr. Smith at the dockyard?—Yes.

7171. On that occasion?—Yes.

7172. Did you not leave a letter for him on that occasion?—No.

7173. Did you go down again to the dockyard?—No.

7174. Did you write to him a letter?—Yes.

7175. In that letter, what did you say?—I really cannot recollect at the moment.

7176. Look at the letter, and see if it is your handwriting (*handing a letter to the Witness*)?—Yes.

7177. Will you read it to the Committee?—Yes. "21st July 1857. Dear Sir,—I have had one of the principals of Hebbert's here to-day; they are coming again to-morrow. Mr. Phillips, their clerk, had heard something of 20*l.* mentioned; you had better return it before I see them, my only motive coming this day. Yours truly, *J. Bryan.*"

7178. Is this the memorandum that you gave to Mrs. Smith (*handing the same to the Witness*)?—Yes.

7179. Will you read it?—"Memo. Received of Mrs. Smith, 20*l.* *J. Bryan.* 22 July 1857."

7180. Mr. *Liddell.*] Did you give it to the wife?—Yes.

7181. Mr. *T. G. Baring.*] You stated that it was your impression, after some time, that this loan was not repaid, or would not be repaid?—Until the 20*l.* was paid the other day by Mrs. Smith, my impression was that it would never have been repaid. There are no entries in my books of it, and no account of its being received.

7182. I think you stated to the Committee that you were not the person who went through the books with the official assignee on all occasions?—I do not recollect the circumstance coming before me.

7183. Then how can you tell whether or no Mr. Peto stated to the official assignee that the money had been paid?—I do not know that he did state that; I do not know what he might have stated.

7184. You stated that you believed that application was made to Mr. Smith by the official assignee for the money?—It ought to have been.

7185. If no application was made, how would you account for it?—I really cannot; since my books have left me, I am unaccountable for anything that might have transpired; the accountants have them.

7186. Who would give us evidence on that point?—I should imagine Mr. Cannan would.

7187. Did you write that letter to Mr. Smith in consequence of what took place in this committee-room?—No, it was written before.

7188. Before anything took place in this committee-room?—I am speaking of the time before I was called; before I was summoned.

7189. Why did you write to him about it, if you did not know what went on in this committee-room?—Because I expected to be called upon.

7190. Who informed you so?—I was informed by the trade; Messrs. Hebbert's house.

7191. Who called upon you?—Messrs. Hebbert & Company's Mr. Bischoff.

7192 Did he inform you that he had heard anything of the 20*l.*?—I had heard through a clerk in the house that there was something about 20*l.*

7193. What

7193. What was his name?—Mr. Phillips.

7194. Did he come to you on the matter?—Yes.

7195. Did he ask you about the loan of 20*l.*?—Yes.

7196. Did he ask you whether that money had been repaid?—He might have done so; I cannot recollect.

7197. What answer did you give him?—No, it had not been paid, and it never had been paid; you may cross-examine me as long as you please, but that money has never been paid, to my belief.

7198. Mr. *Corry.*] In answer to Question 6180, you state that Smith says that he repaid the money to Mr. Peto?—Yes.

7199. Did Mrs. Smith, on tendering you the 20*l.*, say anything to you about the money having been already repaid?—No.

7200. Mr. *T. G. Baring.*] If she did not say that, how do you account for the understanding that the money was to be repaid back after the Committee was over?—From a conversation that had ensued between Smith and myself.

7201. What do you mean?—He told me that he had paid him, and I do not suppose that he would tell me a lie.

7202. Did you believe that he had paid it?—My belief is that he had not paid it; there is nothing in my books to show that he had.

7203. Will you look at that card; was that your enclosure in a letter that you wrote to Mr. Smith?—No; I think I left it, on my way from the Victualling Yard, at his house.

7204. Look at that card; did you ever see it before?—Yes.

7205. This is the card of Mr. Charles Bischoff: "Can you come up to 8, Pall Mall, before half-past 11 this morning?" Did you put this card in a letter?—Yes, to show him the inquiry that was going on.

7206. What was your object in enclosing Mr. Bischoff's card?—To show him that I was likely to be called upon by this Committee.

7207. Did you get the card from Mr. Bischoff?—No, it was left; I was not in; I found it on my desk, as Mr. Bischoff had left it.

7208. Is that your writing on the card?—No, Mr. Bischoff's.

7209. Mr. *Liddell.*] I think you stated that on the 27th of July Mrs. Smith brought you 20*l.*?—Yes.

7210. That was so?—Yes.

7211. That was the day before you were examined on this Committee; were you examined previously to the 28th of July on this Committee?—I think not.

7212. But your name had been alluded to in the evidence previously by a former witness?—Yes.

7213. Then you gave Mrs. Smith not a receipt, but a memorandum, that you had received the money?—Yes.

7214. You afterwards sent a receipt yourself to Mr. Smith, stamped, I presume, acknowledging the payment of the money?—Yes, I did.

7215. But I understood you to say there was a clear understanding that this money was to be repaid?—Yes.

7216. Was that understanding entered into with Mrs. Smith when she brought the money, or with Mr. Smith, when you sent him the receipt?—Mr. Smith, when he called at my house.

7217. When was that?—After I had received the money.

7218. After you had sent him the receipt?—No; that was his object in coming to get a proper receipt, as he termed it; and he wished it to be dated as far back as November the 4th, or about that time.

7219. Which was about the time that you became a bankrupt?—No, it was in the month of September.

7220. Were you ever engaged in a transaction of this sort before; it appears rather remarkable that you should give a legal receipt for a sum of money which had been a long outstanding debt, with the clear understanding that the money was to be repaid; is that a common transaction?—I never did the like of it before, nor will I do the like again.

7221. I presume you had some clear understanding in your mind when this money was to be given back?—As soon as this Committee has closed its inquiries.

7222. Were those the terms of the bond, as it were?—You may term it so.

7223. How do you know how long this Committee may sit?—I had no knowledge; he suggested that I should return this money, and it was only on those

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conditions that I received it; I had no business to receive it; it ought to go to my creditors.

7224. Did you not ask for some explanation, or did you do it as a matter of course?—I did not ask for any explanation, that is very certain.

7225. You said that you had not done such a thing before; was not it a remarkable transaction?—Yes; and it is a remarkable transaction to be summoned before a private Committee to answer such questions.

7226. You lent a sum of money in March 1856; you became bankrupt in September that same year; this 20*l.* forms a part of the assets of your estate; the assignee has treated it as a bad debt, and did not apply for any repayment of it; your name comes up in the course of this examination, and somehow or other, which is not very clearly explained, Mrs. Smith comes to your house with 20*l.*?—Yes.

7227. You gave a receipt to her husband, upon his application, a few days afterwards, with the clear understanding that this money, which had been due to you about 18 months, is to be given back at the close of this Committee?—He told me that he had paid it.

7228. You are a man of business; did it not occur to you to ask for some explanation from Mr. Smith of the extraordinary circumstance attending the repayment of this loan?—It did not occur to me.

7229. You simply took the money, and gave him a receipt, and agreed to give the money back at the close of this Committee?—Yes.

7230. Did you look upon this money as a gift originally, or a loan?—A loan.

7231. You looked upon this as a loan at the outset?—Yes.

7232. When it was repaid, you did not look upon it as the repayment of a loan?—No.

7233. What did you look upon it as?—Merely a sum given to me for the time being, while the Committee are sitting.

7234. For what purpose?—To give me an opportunity of saying that I had received it, if I was asked the question.

7235. Mr. *Jackson.*] You thought that you were serving Mr. Smith by doing so?—No doubt of it; that was my object.

7236. To save him from the appearance of still being in debt to your firm?—Exactly; that was my object.

7237. Did you understand from him that the reason why he expected the money to be returned after the Committee had finished its inquiry was, that it had been, according to his statement, already paid to Mr. Peto, and that was the ground on which he expected it to be returned?—That I should take it to be.

7238. It was not so stated; or did he state that that was the reason?—No, he did not say so.

7239. Mr. *T. G. Baring.*] Will you inform the Committee whether the recent communication respecting this 20*l.* came originally from you to Mr. Smith or from Mr. Smith to you?—I think it came from me to Mr. Smith, to the best of my recollection.

7240. Cannot you remember whether Mr. Smith came to you or you went to Mr Smith?—I really cannot; I went to the Victualling-yard, and called at Mr. Smith's house on my return.

7241. Was that the first communication that passed between you and Mr. Smith?—Yes.

7242. Then the communication came from you to Mr. Smith?—Yes, I should say so.

7243. You are perfectly clear upon that point, now?—Yes.

7244. Is it not perfectly clear that the communication came from you to Mr. Smith?—Mr. Smith himself put that question to me.

7245. What did you go to the Victualling-yard for?—To speak to Mr. Smith about some rejection of goods that he had had of mine.

7246. Are there any goods of yours there?—I do not know; there was a steam-kettle at the time that I made that application.

7247. You having been a bankrupt, how is it possible that any goods of yours should be in the Victualling-yard?—For my creditors.

7248. Were you acting for the creditors when you were there?—No.

7249. Did you make any inquiries on behalf of the creditors as to any goods of yours?—They were supplying the Victualling-yard.

7250. Were not the assignees carrying on the business?—They were at that time.

7251. What

7251. What business had you to interfere?—I was carrying on business under the auspices of the assignees.

7252. Can you state that you made any inquiries as to goods then?—No.

7253. Did you say anything about the 20*l.* then?—I do not recollect.

7254. Did you go to speak to Mr. Smith about the 20*l.* or not?—That I do not recollect.

7255. Can you remember the first time when you mentioned anything to Mr. Smith about the 20*l.*?—My note was the first.

7256. Did you write that note from London or from Deptford?—I think I wrote it at his house.

7257. Was that the first communiation which took place between you and Mr. Smith as to the 20*l.*?—I believe so.

7258. The first communication came from you to Mr. Smith?—Yes, I said so two or three times; I beg to remind you that I have had no books of reference, no memorandum, and nothing to refer to for the last eight months.

7259. *Chairman.*] This original transaction, with regard to the 20*l.*, took place in your office on the 1st of March?—Yes.

7260. Who first mooted the question?—Mr. Smith came to borrow the money.

7261. Mr. *Jackson.*] You stated just now that you had some goods under inspection when you went down lately?—No, I think not; I did not intend that.

7262. Had you any goods there; are you supplying any to that establishment?—No.

7263. None whatever?—No.

7264. Therefore you could have no object in going to see Mr. Smith to get his good will or favour in reference to any contract?—Not any.

7265. Viscount *Duncan.*] Did you inquire of the assignees whether they had applied to Mr. Smith for the 20*l.* before you applied for the money?—No.

7266. Why not?—I do not know anything about my accounts after my books are once lodged; I am a nonentity.

7267. You applied to Mr. Smith for the 20*l.*; before doing so, did you or not satisfy yourself that the assignees had or had not applied for the money?—It was my impression that it had not been paid.

7268. Why?—Because I never purposed asking for the money, and I did not believe that Mr. Peto had received it.

7269. Did you not state the other day that the 20*l.* still appeared in the books?—Yes.

7270. How did the 20*l.* appear in the books, if it was never your intention to apply for it?—It must go in my books as a matter of course; I must make an entry of it.

7271. When Mr. Smith paid the 20*l.*, did you inform the assignees that he had done so?—Mr. Smith only gave me the 20*l.* a few days ago; he has never paid the 20*l.*

7272. Will you look at this paper, "March 1st. To cash, loan 20*l.*"?—Yes.

7273. Is that entered as a loan in your books?—That is a copy of it.

7274. When Mrs. Smith paid you the 20*l.*, did you, as you were bound to do, inform the assignees of that circumstance?—No; it only occurred a few days ago.

7275. Why did you not do so?—Because I did not consider it my money; it is Mr. Smith's; I only keep it on sufferance; I keep it in my cash box till I return it.

7276. Sir *Charles Napier.*] Is it in your cash box now?—No, it would be at my bankers' at this moment.

7277. Mr. *Philips.*] You say that you fixed the date as the 4th of November; why did you do that?—He said any day but on Sunday.

7278. Who said that?—Mr. Smith.

7279. It was fixed by Mr. Smith?—No; I put it the 4th. It was a suggestion of his.

7280. You say that this 20*l.* originally was a loan?—Yes.

7281. What was the rate of interest?—I cannot tell that.

7282. Do you make loans without fixing any interest upon them?—I should not have thought of asking such a man as him not even for the principal.

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7283. Mr. *Liddell.*] You had so much confidence in the party?—Not that. At the time he had that money I had a contract, and I was fearful of my caps being rejected. I did not wish to give the man offence in whose power I was, as well as other contractors who are so deeply involved.

7284. What was the date of the last supplies that you sent to Deptford?—I have no books of reference.

7285. Will you explain clearly to the Committee what you meant when you said something about going down to Deptford to look after some rejections?—From previous contracts I thought there might be some there.

7286. You did not go down to try and arrange with Mr. Smith for taking back those rejections?—No; it was merely to ask whether there were any there.

7287. What object had you in going down on the 1st of July; you had ceased to be a contractor?—That was not my ostensible object. On returning, I called at his house to speak about the 20*l.*; that was really my motive in going there.

7288. What object had you in giving a false reason for your going down to Deptford; you said that you went down to inquire about some rejections?—I think I did.

7289. Mr. *T. G. Baring.*] Are you aware that no rejections have taken place, under any of your contracts, since the year 1854?—I cannot tell.

7290. Mr. *Jackson.*] Had you any materials whatever when you went down to Deptford and saw Mr. Smith, or any goods then?—No, I had not.

7291. What was the ostensible object that took you down there?—It was principally about this 20*l.*

7292. Mr. *T. G. Baring.*] When you say "principally" cannot you say entirely?—I will say entirely.

7293. Had you seen Mr. Bischoff before you went down?—I might have. I think not.

7294. Had you seen Mr. Phillips before going down?—I saw him frequently.

7295. Were you ever connected with the firm of Messrs. Hebbert & Co.?—No.

7296. Were you in partnership with Mr. Edward King?—Yes; in the oil trade.

7297. Were you ever in partnership with any of the members of Messrs. Hebbert & Company?—Yes, with Mr. King.

7298. In what trade?—In the oil trade.

7299. How long ago?—Four years ago, it may be.

7300. Mr. *Jackson.*] Was Mr. King a partner at that time with Messrs. Hebbert & Co.?—I think not.

7301. At the time you had business transactions with Mr. King he was not connected with Messrs. Hebbert & Co.?—Yes, as a partner.

7302. Mr. *T. G. Baring.*] Have you been able to attend to business for the last two years?—No.

7303. Why?—From illness, and the trouble I have had.

7304. Have you been able to attend to business since January 1856?—No.

7305. Is it not possible that in that case the payment of the loan might have taken place, and you not be aware of it?—It would certainly have come into my account if it had been paid.

7306. *Chairman.*] You stated that you wrote a letter, and you sent it to Deptford, in which you enclosed a receipt dated November?—Yes.

7307. Are you sure that you put that letter in the post?—Yes, I posted it myself.

7308. If that letter has not arrived, inquiries must be made?—I am positive about it.

7309. You had better make inquiries at the post-office about that letter?—I will.

7310. Mr. *T. G. Baring.*] At the close of the examination, on the last day, you read a clause of the contract which you complained of; that clause simply provides that the rejected goods are to be taken away within seven days?—Yes.

7311. What were the clauses that you considered to be so stringent as to justify you in bribing an officer of the Government?—I should have said it is not the clauses, but the stringent manner in which the inspections are now carried

carried on, with closed doors, and giving no opportunity for gentlemen to be present to be asked any questions.

7312. Do you know this of your own knowledge?—Yes.

7313. Is it not the case as I put it to you, that under your contracts of 1854 and 1855, no rejections whatever took place?—You told me so.

7314. Are you aware that that is not the fact?—I think you are most likely to be right.

7315. If that is the case, how do you know that in case of rejections you would not be allowed to make any explanation?—The doors are closed; but formerly you were requested to be in attendance; latterly you are requested not to be there; and that is the reason that I should not attend the Committee.

7316. You stated before that you attended?—Yes; I was requested to do so some years since, and I have done so for the last 20 years.

7317. Have you ever attended, and been allowed to be in the room with the inspecting officers?—We never were in the room, but in the adjoining room.

7318. You have stated that some new stringent regulations were introduced. What were those new stringent regulations?—The stringent regulations under which the inspections are now carried out compared with what they were formerly.

7319. Will you mention one of them?—The contractor not being allowed to be present at the examination.

7320. During the examination?—Yes.

7321. Are you aware that it was never the practice to let the contractors be present?—I have always been present.

7322. In the room with the inspecting officer?—No, in the adjoining room.

7323. Has there been any change in that practice?—Yes; I am told that the contractors are not allowed to be present.

7324. Are you aware that that has only been the rule within the last week?—No; I am aware that it has been so for the last 18 months or two years.

7325. Do you state that from your own knowledge?—No; this is what I hear.

7326. Where did you hear it?—From Messrs. Hebbert's.

7327. When?—I think only this morning.

7328. How could that have justified you in making an attempt to bribe an officer of the Government 18 months ago?—I lent the sum of 20 *l.*

7329. I am speaking of the agreement?—That was only done within a few months afterwards; the loan was 18 months ago.

7330. If you state that the information you received that there were more stringent regulations was only given you a few days ago, how could that justify you in making an attempt to bribe a subordinate of the Government 18 months ago?—I heard of it two years ago, but I was continually hearing of it from contractors.

7331. You state that for two years no agent of a contractor or contractors has been allowed to be present in the next room to the examining officers; do you assert that to be the fact?—I think there are those present who can state it as a fact.

7332. With respect to the attempt that you made seven years ago to bribe Mr. Smith with 3 *l.*, and with respect to those arrangements mentioned to you by your partner to which you raised no objection, are you aware that there is a clause in the contract in which you engage to do nothing of the kind, namely, feeing the Government officers?—It did not come to my recollection at the time; I dare say it may be so.

7333. This is a copy of your contract of the 21st of May 1855, and the same clause is contained in your former contracts (*reading the clause*): "And the said first-mentioned contracting parties do further covenant that with the first and last delivery of caps with balls on this contract they shall deposit at the office aforesaid a written declaration signed by themselves that they have not then directly or indirectly given or caused or allowed to be given or promised to give nor will afterwards give nor cause nor allow to be given to any officer clerk or other person whomsoever concerned in the receipt of the caps with balls furnished under this contract or otherwise employed under the said Commissioners or to any person or persons on the behalf or for the benefit of any such officer clerk or other person any money or other thing as a gratuity fee or reward for any matter in or relating to this contract or to the supplies under the same" Was your attention drawn to that clause?—Not particularly.

7334. You were not aware of this clause?—I do not recollect it.

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7335. Is it your business, when you make contracts with the Government, to acquaint yourselves with the provisions of the contracts?—The business being so large, it is generally left to a clerk to read those regulations.

7336. Do you consider, with such a clause in the contract, as an honourable man you were justified in making two distinct attempts to bribe a subordinate of the Government?—You obliged me to do that from the stringent measures you adopted in your inspections.

7337. Were there any rejections under the contracts of 1854 and 1855?—There might have been, if there was not.

7338. If there is no record in the the Government office of any rejections, how can you state that the stringency of the inspections obliged you to make an attempt to bribe a Government subordinate?—My goods were too good for them to find fault with.

7339. Mr. *Philips.*] You could do no business with the Government except by bribing the sub-officers?—That was my impression, and is so still, and it can never be altered.

7340. Is that the general impression in the trade?—Yes; all contractors think so.

7341. You are only one of a general system?—I am only one of a lot.

7342. You state that in those contracts it is necessary to get the goods passed, that the sub-officers of the Government should be bribed?—Most certainly such is the case.

7343. Mr. *T. G. Baring.*] You state that those stringent regulations took place 18 months ago?—You say so.

7344. Did you state that or not?—Yes, I believe I did.

7345. Had you a contract with the Government dated the 20th November 1851?—Yes.

7346. Under that contract 10 per cent. was the fine for rejections?—I believe so.

7347. Is it not the fact that you had certain rejections under that contract?—You said that I had.

7348. Have you not stated that, in consequence of goods sent in by your agent being of indifferent quality, you discharged him?—Yes.

7349. Consequently, you were aware that you had rejections under that contract?—Yes.

7350. That would have been previously to the stringent regulations of which you complain?—If you speak of the year 1851, I believe it would be.

7351. You had other contracts dated in 1854 and 1855; is it not the fact that no rejections took place under those contracts?—You said so.

7352. Did you not make an attempt to bribe Mr. Smith seven years ago with 3*l.*?—Yes.

7353. Did he not refuse it?—Yes.

7354. Is it the fact that no transaction took place between you and Mr. Smith till January 1856?—Very probably.

7355. Do you say that there was no transaction?—As far as I am concerned there was not.

7356. Had you any rejections from the time of the rejections under the contract of 1851 to the time when you became bankrupt?—How is it possible to answer those questions, when goods to the extent of 40,000*l.* and 50,000*l.* were constantly going out of my warehouse; I have the assistance of four or five gentlemen in the office, who each take a separate part.

7357. I have stated that you had no rejections under certain contracts?—Then I will suppose so.

7358. How then can you state that it is impossible to get goods passed without bribing?—I have heard it said repeatedly that such is the case.

7359. You do not state it from your own experience?—Except lending the sum of 20*l.*, which you tell me is a bribe; I should not have asked him for it; I considered that I was currying his favour by doing it.

7360. No rejections took place; you attempted to bribe Mr. Smith, and he refused the money; I ask you how, those being the facts of the case, you can state from your experience that it is impossible to get your goods passed without bribing the subordinates of the Government?—We took special care that there should be no reason for finding fault with those goods.

7361. Consequently there were no rejections?—Yes.

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7362. Do you not think that that is the proper course to take, instead of attempting to bribe the agents of the Government?—I think the proper course of the Government is to put us in a position not to be dependent upon such men.

7363. Do you know that Mr. Smith is an inspector of Marine clothing?—I know that he was.

7364. Is he not only foreman of the stores?—He is an inspector; there is no question about that.

7365. Are not the things inspected by a Board of Marine officers?—They are brought forward by him; I do not wish to be put in a position to bribe the inspector again.

7366. I ask you whether Mr. Smith is an inspector or not?—He was.

7367. When?—He may be now.

7368. What do you consider to be the duties of an inspector?—To examine the goods.

7369. Is not an inspector a person who has power to pass or reject goods?—Yes.

7370. Can you say that Mr. Smith has power to pass or reject goods?—No.

7371. If you cannot state that he has power to pass or reject goods, and if you consider that an inspector is a man who has power to pass or reject goods, how can you say that he is an inspector?—He has power to pass his opinion to the officers as to the quality of the goods that are brought before him, and that is tantamount to making himself the sole inspector.

7372. That is your opinion?—No; that is the opinion of others.

7373. Of whom?—I cannot say.

7374. *Chairman.*] It appears by your evidence that 3*l.* was offered and refused, and it appears by your evidence that 20*l.* was offered and accepted as a loan?—Yes.

7375. Between the refusal of the 3*l.* and the acceptance of the 20*l.* was there any other money transaction between any member of your firm and Serjeant Smith?—I have no recollection that there was.

7376. Sir *Charles Napier.*] Did your house ever attempt to bribe anybody else besides Mr. Smith?—I cannot answer that question.

7377. Did you ever do it?—I might have made a present of a dozen of wine to one or the other, and I should do the like again.

7378. You state that it is a very common thing, and that every body knows it is necessary to bribe persons to pass goods?—We all of us make a compliment in its season.

7379. Can you name any of those persons who you have heard have done that; you say it is general?—No; I should not like to name the parties; let them come forward as I have done.

7380. Can you do it?—I will not do it; I think Messrs. Hebberts.

7381. Do you know any persons in particular who say that it is necessary to palm them?—No, I do not; I do not recollect the parties who have said it.

7382. I ask you to say it?—I do not remember them.

7383. You said that you would not like to say it; that implies that you know who they are?—That does not follow at all.

7384. You declare that you do not know, and you never heard any person say, that it was necessary to bribe the subordinates of the Government?—I have no recollection.

7385. That is your clear opinion, deliberately given?—I have no recollection at the present moment; I cannot bring any name to bear upon it.

7386. Whom did you give the wine to?—I cannot remember.

7387. Did you give it out of your own cellar?—I alluded to others.

7388. Who were the others who gave it away?—I do not know.

7389. You have made a very extraordinary statement before. At Question 6205, "Have you ever heard it reported amongst contractors that it would be well to fee Mr. Smith?" "6206. Is it not the general conversation in the city that that is necessary? I have not come in contact with contractors lately, from my unfortunate position, and therefore I have had no opportunity of having any conversation about it. 6207. Have you ever heard it reported that to pass goods it was necessary that some one should be feed? No." You positively denied, when the question was put to you, that you had ever heard it reported that it was necessary to bribe the subordinates of the Government; now you say that you have heard that it was perfectly general?—Yes.

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7390. Mr. *Philips.*] In speaking about bribing the subordinates of the Government, you did not mean giving money direct; it is little compliments that are given; compliments of the season?—Yes.

7391. In winter time I suppose oysters?—Beyond that.

7392. Beyond oysters; any presents of game?—Yes.

7393. You have mentioned that wine is given?—Yes.

7394. It is not given in money direct, but by what are called compliments, is that so?—Yes, just so.

7395. And that is very general?—Yes.

7396. Viscount *Duncan.*] Do you say that this practice is very general?—It is my belief that it is so.

7397. I refer you to question and answer 6375. I asked you this question, "Did you state just now that other houses were in the habit of offering bribes to the agents of the Government?" Your answer was, "No; I do not think that I did. We understood they were about to allow a per-centage, and we were asked would we do the like. 6376. Do you know of your own knowledge that other houses have offered bribes to any other agents? No. 6377. You do not know it of your own knowledge? No. 6378. Do you of your own knowledge, know that any other house has offered any per-centage for their goods to be passed? No." Therefore in none of those instances did you know of any bribe that had been offered to any subordinate agent of the Government?—I have no recollection.

7398. You have mentioned that you have known presents consisting of oysters, game, and wine given?—No.

7399. Have you ever known any presents given to any subordinate agent of the Government?—I have heard so.

7400. Do you know of your own knowledge that presents have been given to any subordinate agent of the Government?—I think there are those in this room who can give you an answer.

7401. Can you give me a positive answer or not to that question?—No, I cannot.

7402. If you cannot, will you have the kindness to point out any one in this room who can?—Mr. Webb, and Mr. Essex.

7403. Mr. *Jackson.*] I want to understand from you whether you and the trade consider that making presents, such as you have alluded to, comes under the head of bribery or fee?—I should say bribery.

7404. Viscount *Duncan.*] Will you define the difference between bribery and feeing?—No, I cannot; I must leave you to draw your own inference.

7405. Mr. *Liddell.*] Where did you post the last letter?—In the Broadway, Westminster, near my office. I posted it myself, so that I am certain about it.

Serjeant *Thomas Smith*, called in; and Examined.

Serjeant *T. Smith.*

7406. *Chairman.*] YOU are a serjeant of Marines?—I am.

7407. You are the receiver of Government stores at Deptford?—I am a leading man of stores, in the Victualling Yard at Deptford.

7408. Are you in the habit of laying stores before the Board of officers previous to inspection?—Not at all.

7409. What are your duties?—My duties are to return them into store, and see that they are agreeable to the delivery notes, and to make out a list prior to the officers assembling there, for their guidance, and in their examination, that they shall know what there is for their examination.

7410. Are you in the habit of visiting the offices of the contractors in London?—I have done so frequently.

7411. Did you visit Messrs. Bryan & Company?—Frequently; I should think a dozen times.

7412. Is it correct that you went there and borrowed 20*l.*?—It is correct.

7413. Is it also correct that they offered you 3*l.*?—It is incorrect; two sovereigns it was.

7414. They offered you that?—Yes.

7415. And you refused it?—Yes.

7416. Did you report that circumstance?—Only to the firm, not to the Government.

7417. Why

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7417. Why not?—I omitted to do so.

7418. Was it not your duty to do so?—Most undoubtedly it was; and in that case I neglected my duty.

7419. Did you give any receipt for the 20*l.* that you borrowed?—I did not.

7420. What person placed the money in your hand?—I believe it to have been Mr. Bryan.

7421. Did he ask you for any acknowledgment for it?—He did not.

7422. That firm has been a bankrupt since?—I have heard so.

7423. Have the assignees ever applied to you?—Never.

7424. The date of the loan was the 1st of March, I think?—I was not aware of the date of the loan; I laboured under the impression that it was as far back as last September, but I must be wrong.

7425. Did the firm of Messrs. Bryan & Company ever call upon you to repay that sum?—The first intimation that I had that they laboured under the impression that 20*l.* was due to them, was on the receipt of a letter which was left with my wife by Mr. Bryan.

7426. You had seen Mr. Bryan; had you some conversation with him?—Yes, I had; I had been to his house.

7427. What was your object in seeking a conversation with Mr. Bryan?—Mr. Bryan came to the Victualling Yard on the 2d of July, that was last month, for the purpose of seeing me; when he knocked at the door, I said, "Come in," and the moment I saw who it was, I said there is no admittance for you here until you have been to the storekeeper, and he said, "I only want particularly to see you, to put you on your guard;" and he said, "The firm of Hebbert & Company are very inveterate against you, mind what you are about; they are going round to the contractors to obtain what information they can;" and he said that they had been to him, "trying to worm him, but they cannot hurt you." This conversation took place outside the door, and on that occasion not a word was said about the 20*l.*

7428. Neither directly nor indirectly?—No; the 20*l.* was paid, as near as I can recollect, within eight or ten days after the time it was borrowed. Mr. Peto, one of the partners of the firm, who had borrowed money of me at certain times, was standing outside on the steps, and I gave him two 10*l.* notes in an envelope; I told him what it was, and he looked at it, and he said, "All right, old fellow, come in and have a glass of grog." I told him I was in a hurry, and could not wait.

7429. Is it correct that you gave your wife 20*l.* to place in the hands of Mr. Bryan?—When I went home from the House of Commons on the 21st of July 1857, my wife placed that letter in my hands. I felt somewhat astounded; but from the language of the letter it appeared that Mr. Bryan wanted the 20*l.* paid, so that he would have nothing to say about it before this Committee. I consulted my wife on the subject and advised her to go the following day with 20*l.* in her pocket for the purpose, if necessary, of paying it a second time, rather than there should be any unpleasantness; and I instructed her, under no circumstances to pay it unless Mr. Bryan pressed it, and then to have a receipt; and, according to her statement, Mr. Bryan said, "Good God! what a pity Mr. Peto did not mention it, it would have saved all this bother; however, I advise you to pay it again, as I shall know nothing about it again, and I can go forward with a clear conscience and say that there was never anything owing."

7430. When you say that you paid Mr. Peto 20*l.*, did you get a receipt?—I did not; many transactions had taken place between me and Mr. Peto, and there never was a receipt given.

7431. What was the nature of the transactions?—Borrowing money from me unknown to Mr. Bryan.

7432. To what amount?—I will name the several amounts, as far as my recollection serves me: Mr. Peto was aware that I had houses in the country, and he was also aware that I was worth property, for this reason, he has applied to me on several occasions, once at my house, for money; the first money that was lent was about the latter end of 1846 or 1847, 20*l.*; that money was repaid afterwards, I think partly in money and part in a cheque.

7433. Colonel *Gilpin.*] When did you make the memorandum that you hold in your hand?—I have no memorandum of it whatever.

7434. When did you make those notes?—Recently.

7435. Since you were here before?—Since this Committee has been going on.

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7436. How do you know that they are correct?—I said 1846 or 1847.

7437. Have you any document to refer to to prove that?—Not a document relative to the circumstance, but in the course of my statement I think I shall convey to the Committee sufficient proof that they can refer to for some of the circumstances, even Mr. Peto's housekeeper, not that I mean to imply that she knows anything about money transactions.

7438. Mr. *Liddell.*] You have made those notes to refresh your memory as to facts which occurred a long time ago, of which you have no written statement made at the time?—Precisely; there were six different sums that I can perfectly recollect, and there may have been one or two that I do not recollect. In 1847 there was 10*l.*; in 1848 there was 10*l.*; in 1850 or 1851 there was 15*l.*; and it was obtained. I had no money, only some silver, in my pocket, and I had to obtain it from Mrs. Smith; she knew the purpose for which it was intended.

7439. *Chairman.*] What was that purpose?—To lend it to Mr. Peto; he came to my house for it.

7440. Has that been all repaid?—Every fraction of it has been repaid; but some of it with a little difficulty.

7441. How do you account for the extraordinary circumstance of the member of a firm having contracts amounting annually to 50,000 *l.* or 60,000 *l.* borrowing from 10 *l.* or 20 *l.* at a time?—I cannot account for it, no more than that the case occurred as I was stating to you.

7442. Mr. *T. G. Baring.*] Do you know that the firm has been subsequently bankrupt?—I saw an account of it in the papers.

7443. Mr. *Corry.*] Are those sums the only sums you lent to Mr. Peto?—No; either at the latter end of 1853, or the beginning of 1854, there was 15 *l.*, and that I called at Mr. Peto's house for in 1854, when a gentleman by the name of Smith was present. My son on that occasion was with me, but he knows nothing of the transaction. In 1855 Mr. Peto wanted 25 *l.*, and I had but 22 *l.* in my pocket, and that I had to go for once to his house at Clapham, and twice to his firm, before I obtained it.

7444. Mr. *Liddell.*] What interest do you charge?—I do not charge one iota.

7445. You are not in the habit of charging interest?—I have charged it; but I never charged Mr. Peto a fraction, though he wished to pay interest for this last sum, as it had stood over upwards of six months.

7446. You say that you are known as a man of property; can you explain to this Committee the nature of your property; what does it consist of?—I have shares in different things; and I have unfortunately some shares in the Necropolis.

7447. Have you any landed property?—I have leasehold property.

7448. You have no property in fee-simple, or any houses belonging to you?—No, only leasehold property; four are under the Evelyn estate, and one is under Morden College.

7449. Will you state to the Committee the value of the property?—I should think it would bring about 300 *l.*; they are short leases.

7450. Do you mean that if you sold the leases they would fetch you that amount?—Yes.

7451. You consider yourself worth 300 *l.*?—In leasehold property.

7452. But in capital?—You may put it down at 2,400 *l.* or 2,500 *l.*, provided all the property would fetch its real value, which it would not.

7453. Viscount *Duncan.*] You estimate your property at something about 2,400 *l.*?—Yes.

7454. Mr. *Philips.*] What is your salary?—£. 100 a year.

7455. Have you any other income?—My pay, as Serjeant of Marines, is 34 *l.* 19 *s.* 7 *d.* I have also an annuity of 10 *l.*, in addition to which I get 3 *l.* a year as clothing money.

7456. You spoke of being a man of property; did you inherit it?—Yes, I did, by will.

7457. You had this property, worth from 2,000 *l.* to 3,000 *l.*; how much of that did you inherit?—A great portion of it.

7458. Two-thirds of it?—There is something that I should wish to be said privately, if you go into that.

7459. Did you inherit 2,000 *l.*?—No, nor yet one; not by will.

7460. Mr. *Liddell.*] Where did you prove the will?—I had had it in my pocket every day but to-day.

7461. *Chairman.*] Was all this money that you lent to Mr. Peto repaid?—Yes,

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Yes, and it was borrowed unknown to Mr. Bryan. Mr. Bryan has been since out of the way. Once or twice, when I have been there after money. On the last occasion, when the 22 *l.* were repaid, about January 1856, I believe, the money was obtained from Mr. Bryan to pay me; at least such Mr. Peto told me. He followed me down stairs, and said that he could not pay it till he saw Mr. Bryan.

7462. That was the last transaction?—Yes, with the exception of paying him the 20 *l.*

7463. That was the last transaction that you had with Mr. Peto, as to lending him money?—Yes.

7464. On the 1st of March you went to Mr. Peto, who was previously in distress, and borrowed 20 *l.*?—I did not say that he was in distress.

7465. On the 1st of March, you say you borrowed this money?—I presume it must have been the 1st of March; I thought it was much later in the season.

7466. Mr. Bryan has stated that he wrote a receipt out since this Committee met, which he sent down by post to your house, and the receipt, instead of being dated July 1857, was dated in November 1856?—I have not received that receipt; but he gave me a blank receipt, dated, I think, the 3d or 4th of November, on the evening, I think, of the 22d of July last.

7467. Will you produce that?—I cannot, for I tore it up.

7468. What was the object in giving you that receipt?—Not only myself but my wife pointed out to Mr. Bryan that this 20 *l.* had been paid to Mr. Peto within eight or ten days after it had been borrowed, and I said it would be necessary, as your principal acknowledged that this money had been paid; and you said it was a pity that Mr. Peto did not name it; and you say now, that so soon as this affair is over you will return this 20 *l.*, and you say it is desirable that the money should pass into your hands, so that you could go and say that you knew nothing about it. I should like a receipt dated back to the time when I paid it. If it was borrowed in March, in all probability it was paid in March. I laboured under the impression that it was borrowed in September and paid in September or October.

7469. Viscount *Duncan.*] What was your object in borrowing the 20 *l.* from Mr. Peto, or was it Mr. Bryan?—I asked Mr. Peto first, but Mr. Bryan handed it to me.

7470. You borrowed it, not from Mr. Peto, but from Mr. Bryan?—Yes, I presume it was from the firm; I asked Mr. Peto for it, and when Mr. Bryan came in, he said, "Smith wants to borrow some money;" he said, "I hope he does not want much, for if he does we cannot lend it."

7471. Whom did you get the money from?—From Mr. Bryan.

7472. What did you want the 20 *l.* for; will you explain the whole nature of the transaction?—I will; if it was in March the Unity shares were up much higher than I anticipated, for, I believe, in March they were at a premium; in September, at the time I thought the money was borrowed, they were at a discount, and there were some favourable accounts about the Unity Bank, in which I held five shares, and I was induced to buy five other shares, and I borrowed this money to take up the five other shares, but I did not do so after all; I had not sufficient money in my pocket to take up the five shares without borrowing 20 *l.*

7473. How much had you in your pocket?—I think 19 *l.*

7474. You wanted the 20 *l.* in order to make up the difference with respect to the shares?—Yes; but the shares must have been at a premium; if it was March it could not have been Unity shares that I was after then.

7475. What shares were they?—Anything that I saw; Great Central Gas shares, for instance.

7476. Have the kindness to tell the Committee whether, in purchasing shares, you are in the habit of conducting these transactions through a broker?—I have invariably conducted them through Messrs. Stevens; the Unity shares I did not conduct through a broker, but the gas shares I have invariably conducted through a broker, or the secretary of that firm.

7477. By referring back to the date of the transaction you can ascertain the date of it?—I did not transact any business that way after all.

7478. You did not buy the share for which you borrowed the 20 *l.*?—No.

7479. When did you repay it?—About eight or 10 days afterwards.

7480. Your object at the time in borrowing the money was to pay for the shares?—It was, that was the understanding; I had more money at home, but I had

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I had come short; it was the understanding that I would pay it the very first time I came to town, and I obtained leave to come to town, and I paid it.

7481. Mr. *T. G. Baring.*] Can you find the date when you obtained leave to come to town and repay it?—No.

7482. Mr. *Corry.*] Was that the only occasion on which you borrowed money from Mr. Peto, or from the firm?—Yes.

7483. *Chairman.*] You said that you frequently came to town, and entered the offices of contractors with your department?—Yes, particularly that of Mr. Bryan.

7484. Have you ever borrowed or asked for money from any other firm?—Never.

7485. Is it a fact that you have a son who is a clerk in Messrs. Woodrowe & Co.'s office?—He is employed by Messrs. Woodrowe.

7486. Have you another son at Messrs. Dolan's?—No, I have only one son employed.

7487. Was he ever employed at Messrs. Dolan's?—No, I have only two sons, one is at school, and the other is at Messrs. Woodrowe's.

7488. Viscount *Duncan.*] You never had a son at Messrs. Dolan's?—No.

7489. Mr. *T. G. Baring.*] If it has been stated that you had a son at Messrs. Dolan's, that is not the case?—No.

7490. Mr. *Liddell.*] You stated that you considered the capital value of your property to be about 2,500 *l.*?—Yes.

7491. I think you stated that you inherited about a third of it?—No, upwards of 500 *l.*

7492. That leaves 1,900 *l.* not obtained by will?—Yes.

7493. How did you obtain the 1,900 *l.*?—That information shall be afforded to the Committee if they will let it be done privately.

7494. You have stated that you had been in the habit, or that in one or two cases you had not asked any interest from Mr. Peto?—I had none whatever, I never asked for any.

7495. You stated that you had in some cases received interest upon loans advanced to other parties?—Yes.

7496. Are you a money-lender?—I have lent money, but I do not consider myself a money-lender.

7497. You have been often engaged in these sorts of transactions?—I have lent money even to people in the Victualling-yard,

7498. When you advanced that money you had interest, I presume?—I did have interest in that case.

7499. Mr. *Corry.*] How many years have you held your present situation at Deptford?—Eleven years last May.

7500. Before that what post did you fill?—I was a quartermaster-serjeant for two years prior to that.

7501. Before that you were a serjeant of Marines, were you not?—Before that I was acting serjeant-major, and I had 6*d.* a day in addition to the colour serjeant's pay.

7502. Sir *Charles Napier.*] Were you in Spain?—Yes; I was on the north coast of Spain. I was made acting serjeant-major on Christmas-day 1837.

7503. Did you make any prize money?—No.

7504. Why did you report the offer of 2 *l.* to you by Messrs. Peto?—Because it was an unjust offer.

7505. Was it too little?—No; I did not wish to have my fingers plluted. I have been offered by many people.

7506. Mr. *Jackson.*] Can you state by whom?—I can.

7507. Sir *Charles Napier.*] You say you have been offered money by various other people?—Yes.

7508. Mr. *T. G. Baring.*] You stated that you refused this money; did you refuse it because you thought it too little and wished for more?—No.

7509. Sir *Charles Napier.*] What other persons have offered you money?—A man by the name of Stace, in 1850; these dates are only given from memory; I believe it is the date that he had a contract.

7510. What was he?—He had a contract for barrack stores.

7511. What did he offer you?—Something between his finger and thumb; I do not know what it was.

7512. Did you ever get any money from him?—Never.

7513. Did

7513. Did you ever receive presents of any description from him?—Not from him, but from his agent; it was left at my house.

7514. What was it?—It was a very handsome clothes brush, in 1850.

7515. What might it have been worth?—From 2*s.* 6*d.* to 3*s.* 6*d.*; but I am no judge of those things.

7516. Mr. *T. G. Baring.*] Did you accept the present?—The present was left at my house, unknown to me. When I got home the wife said, "There is a parcel upstairs for you." I went up and looked at it, and I wrapped it up again; and it was "With Mr. Stacey's compliments, left by his agent." I said, "Leave it there; do not say a word about it; that man will call for it again;" and the next time he came, after delivering his goods, he wished me good morning, and so forth, and I said, "Mr." (I did not know his name; it was either Taylor or Black; that is, he was employed by the firm of Taylor & Black, I believe, at Monument-yard). I said, "On the last occasion that you were here, you took the liberty of calling at my house and left a parcel;" and he said, "I did as I was desired." And I said, "If you do not go this day and fetch it away again, I shall bring it in here before the inspecting officers." And he went to my house and fetched away the parcel.

7517. Sir *Charles Napier.*] Did anybody else ever offer you money?—Yes, Mr. Gawdery; he had a contract following this Stace.

7518. What for?—Barrack stores.

7519. Did he offer it between his finger and thumb as Mr. Stace did?—I will not say that it was in the same way, still I did not see it. I heard half-crowns rattle.

7520. How did you know that they were half-crowns?—It sounded very much like it.

7521. They might have been sovereigns or half-sovereigns?—No, they would make a different sound.

7522. Did he ever make you any presents?—Never; on this occasion Mr. Gawdery went to look at a pattern, and he forgot what he looked at, and he looked at it again and went home; and so astounded was he, that he sent his foreman down to look at this pattern; and after all he sent in his supply wrong, with 17 tufts of hair instead of 21, that was in the short hair broom.

7523. Was it ever their habit to leave money in some of the parcels?—I never discovered any.

7524. Was there anybody else besides the two you have mentioned?—Yes; Mr. Carr, a gentleman who, I dare say, is in the room; he is an agent for Messrs. Irons & Co.

7525. Were they contractors?—Yes, for braces and hold-alls.

7526. Mr. *Brown Westhead.*] Do you mean a bag?—No, it is made of duck, to put brushes, and knife, fork, and spoon in.

7527. Sir *Charles Napier.*] Did he offer it in the same manner between his finger and thumb?—Yes; I did not see it; he said it was only a Christmas-box, and that it was customary.

7528. Did he ever make you any presents?—Never; he has not attempted to bribe me since.

7529. Who else can you mention?—Now I must come to Messrs. Hebbert & Company.

7530. Did you take these names down as the transactions occurred?—Certainly not; they have been recently put down.

7531. When did you make out those notes?—Since this Committee has been sitting; I mentioned the firm of Messrs. Hebbert & Co., but I must mention Mr. Bidon, their foreman; this was in January last.

7532. How did Mr. Bidon make this attempt upon you?—Across the table; he said he had given me a great deal of trouble, and I turned from him with disgust, and told him that I was an independent man, and that I had never polluted my fingers yet.

7533. Did that firm ever make you any presents?—Never since that man has been down to look at the pattern brass drum; they had a rejection, and they came to look at the pattern brass drum. He placed a shilling in the book.

7534. I suppose that was merely a signal that he was ready to bribe?—I do not know, I only tell you the facts.

7535. Was it a signal, or not?—If you were to see me in that store with my old clothes on, you would think that a pot of beer would be acceptable to me.

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7536. He knew that you were Mr. Smith?—No, I do not think he did.

7537. But the others did?—Yes; but I have reason to think that he did not, never having seen him before.

7538. Viscount *Duncan.*] What was this man's name?—I do not know his name.

7539. Sir *Charles Napier.*] Did any other contractor ever offer you bribes?—Not a bribe; but here is a card (*producing the same*) that I had from Messrs. Neville & Co.; Mr. Teed left me that card.

7540. No bribe was offered?—He gave me a large circular at the same time, of different things that I might have for the wife or children.

7541. *Chairman.*] This came from a man by the name of Teed?—Yes; he gave me that card to go and see their splendid premises; he said that I should be delighted to see them; at the same time he gave me a large printed circular, pointing out the prices of things, and that anything I wanted, I might have for my wife and family.

7542. Colonel *Gilpin.*] By paying for it?—He did not say by paying for it, or otherwise.

7543. Were you to go into his warehouse, and help yourself as you thought proper?—He gave me this card.

7544. Sir *Charles Napier.*] Were there any other contractors that you can mention?—Not any other contractors.

7545. Any other dealers in goods?—Mr. Bidon was there on the 3d of June, and gave me an invitation to the firm; he said he should like to go to the theatre with me the same night.

7546. Nobody else?—Not contractors.

7547. Or suppliers of goods of any description?—Not contractors.

7548. Mr. *T. G. Baring.*] Or agents for contractors?—I should not consider that they were under the employ of contractors.

7549. Mr. *Jackson.*] Or any one who furnishes materials of any description to the department to which you belong?—Nobody else, that I can remember.

7550. Sir *Charles Napier.*] Was the usual signal always made, and in the same way, between the finger and the thumb?—Invariably.

7551. Do you believe that it is the custom among contractors to endeavour to bribe the different subordinates, or the employees of the Government?—It would ppear so from this; but there have been parties who have never attempted such a thing.

7552. They never put down the money, they only jingled it?—Only in two instances, that I can remember; the two sovereigns and the shilling.

7553. Are there other firms that have never offered you any bribes, and that never made that signal to you?—Yes, there are several others.

7554. State their names, if you please?—Messrs. Dolan never did.

7555. There was no particular signal given by Messrs. Dolan?—No. The only thing that caused me to apprehend that anything was meant was at the first contract; I believe it was the 14th of June 1853. They had on that occasion an order for trousers for service afloat, and they sent in the bare quantity, that is, the bare quantity of cloth; and on this cloth, for cutting up for service afloat, there is always a loss. It is not a decided loss to the contractor; but in order to convey to the Committee what I mean: suppose a piece of cloth measured 35 yards, you could not make use of any more than 34 yards of it, inasmuch as six pairs of trousers, agreeable to the printed diagram, take eight yards and a half; 4 times 8 are 32, and 4 halves would be 34, leaving 1 to be returned to the contractor. Messrs. Dolan told me, when I pointed out this circumstance, that I should have plenty of cloth; that they intended to supply everything very liberally; and I said, "Clearly understand me for once and for all, if you have any bad meaning, that I am an independent man;" and he assuredly answered on that occasion, that he did not intend to convey anything that was improper.

7556. With the other people the signals are all very open, but this was a sort of private signal?—No.

7557. But you suspected it?—Yes, I did, at that time.

7558. Was there anybody else that you can remember?—No.

7559. Has nothing been wrong with Messrs. Dolan since June the 14th, 1853?—They did not offer me a bribe on that occasion, neither have they ever offered me; I have stated the circumstance as it occurred.

7560. Are Messrs. Dolan's the only firm out of all the contractors who you think

think have acted fairly?—No. There are many others, Messrs. Fisher, Messrs. Almond and Messrs. Stevens.

7561. Mr. *T. G. Baring.*] Will you say that the only contractors who have offered you bribes were those you have mentioned?—They are all.

7562. Sir *Charles Napier.*] Did Messrs. Isaacs ever supply goods?—Not since I have been in the Marine Stores.

7563. You have stated that Mr. Peto borrowed money of you several times, and that the last time was in 1825, when he borrowed 22 *l.*?—Yes.

7564. Did he pay it back?—Yes, in 1856.

7565. How came you, having so much money as you describe, to find it necessary to borrow 20 *l.* from him, after you had been in the habit of lending money?—Because I came to town with only a certain sum in my pocket. I might have had at that time perhaps 100 *l.* more at home.

7566. You wanted it to buy shares with?—Yes.

7567. You have stated that you had 500 *l.* left to you as a legacy, or that you inherited it; your pay is 3 *s.* a day, is it not?—No, my pay is 1 *s.* 11 *d.*, and 100 *l.* a year as salary, and 10 *l.* a year annuity for long service, and 3 *l.* a year. I put it down in round figures at 148 *l.* 19 *s.* 7 *d.*

7568. Have you a very large family?—I have a family of five.

7569. Where do you live?—In a house of my own, at 44, Evelyn-street.

7570. Is the whole of your property worth about 2,500 *l.*?—About 2,500 *l.*, a little more or a little less.

7571. How many years have you been in this employment?—Eleven years last May.

7572. Have you saved this money out of your 150 *l.* a year. Have you laid by, with a large family, 2,000 *l.*?—I have saved a great deal since I have been there.

7573. In ten years have you laid by 2,000 *l.*?—No; but I have been able to lay by a great portion of it.

7574. You made no prize money?—No; I have told the Committee that if they will hear me in private, I will explain to them how I made a great portion of my money; I only regret that I did not put the will in my pocket.

7575. If you were perfectly conscious of your own integrity, why did you pay back to Mr. Bryan the 20 *l.* during the time that the Committee was sitting, when you knew that inquiries had been made about it?—I did not pay it back myself; I sent it by my wife, although that was as bad as if I had paid it myself. I was determined on that occasion that I would not see Mr. Bryan till the money was settled one way or the other. So soon as I received the note, which the Committee have now before them, I consulted my wife, and I said, "From the tenor of this letter, though I know the money has been paid, and you know that I got it from you, two 10 *l.* notes, and took them away in an envelope, and that I obtained leave to go and pay it." I consulted my wife, and I said, "From the tenor of this letter it appears that Mr. Bryan, together with what he has told you, will not know anything at all about it before the House of Commons, and I would rather pay 100 *l.* than there should be a blemish upon my character, therefore go and see Mr. Bryan, and if he insists upon this 20 *l.* being paid a second time, by all means pay it; but take care that you have a receipt."

7576. But Mr. Bryan never lent you the money?—Yes, he did; Mr. Peto applied to Mr. Bryan to lend it me, it was done in the presence of Mr. Peto.

7577. Did you not think when you were doing this, that it would appear very suspicious to the Committee if Mr. Bryan told this story?—Mr. Bryan stated to my wife, and I believe the language of that letter would convey it to any person, that he did not intend to know anything at all about it. On the evening of the 22d, when I went to his house, he said, "If I am called before the House of Commons, Smith, I will not know anything about it."

7578. Do you think from the conduct of Mr. Bryan that this has been a trap to catch you?—No, I cannot say that; I must leave this Committee to be the best judge of that.

7579. Mr. *Jackson.*] Do you know the firm of Stephens and Company?—Yes.

7580. Did they ever make you any offer?—Not the slightest.

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7581. Do you also know the firm of Wilson & Matheson, of Glasgow?—I do not know the firm. I only know the agent Mr. Lepine.

7582. He is their agent?—He was.

7583. He never offered you anything?—No.

7584. It has been stated by Mr. Bryan to this Committee that you were in the habit now and then of taking a glass of brandy-and-water with Mr. Peto, at their establishment?—I have been to their office; and I have also, I believe, been on three occasions to the house; and upon one occasion I was very thankful that I did so, for Mr. Peto and Mr. Bryan together prevented me from dabbling in the Westminster Improvement Bonds.

7585. You owe them a good turn for that?—So far.

7586. Do you recollect one particular occasion which Mr. Bryan has alluded to, when you had a conversation with Mr. Peto as to a per-centage being allowed?—That was the very time when Mr. Peto paid me the 22 *l.*, when he got the money, according to his statement, from Mr. Bryan; he went down stairs for the purpose, and Mr. Bryan came up, and he said, "You have been having a long chat," and so soon as I got my money and finished my brandy-and-water, I was off.

7587. Was the subject of the per-centage at all discussed between you and Mr. Peto over the brandy-and-water that day?—Never with Mr. Peto, with nor Mr. anybody-else; and I never had the slightest knowledge of any per-centage with any person.

7588. Do you mean to tell this Committee that what Mr. Bryan has stated, to the effect, that Mr. Peto, his partner, came down and stated to him, that he, Mr. Peto, had a long discussion with you over the brandy-and-water, and that he had made it all right, and that you had agreed to the same per-centage as Messrs. Dolan & Almond, is not true?—Most distinctly I do.

7589. And that there was no ground for it?—No ground whatever for such an assertion.

7590. Then it is a fabrication on the part of Mr. Bryan?—Unless his partner told him, it must be on his part.

7591. Do you state to this Committee that what Mr. Bryan has stated is not true, and is a fabrication?—It is anything but true.

7592. Is it a fabrication?—It is.

7593. You have given us the names of Stace, Taylor and Black, Gawdery, Carr, and the foreman of Messrs. Hebbert & Co., who held between their finger and thumb, or through the medium of a clothes brush, or by some other mode, attempted to bribe you; did you ever report that to the Government, or to the parties under whose control you were, that these men had attempted so to deal with you?—No; and so far I had neglected my duty; I did not do so, not in a direct manner; I have named it, but not by way of reports.

7594. To whom did you name it in an indirect manner?—Colonel Fleming.

7595. Is he in England now?—I believe he is at Woolwich; I have recently named it.

7596. I do not mean recently; when did you name it to Colonel Fleming?—About February last.

7597. Was that long after these offers had been made to you?—Long after, some of them.

7598. It was not until this Committee was appointed last session, and an inquiry was going on, that you thought it worth your while to give any information whatever to your superior officers that you had been so tempted?—No, I neglected my duty that far.

7599. Mr. *T. G. Baring.*] Did you know that the Committee was appointed last session?—I knew nothing of it last session.

7600. Did any of those persons who you state had attempted to bribe you try a second time after your refusing it once?—I believe not; not a direct act of bribery.

7601. But any indirect act of bribery?—No, no signal; they might have given me an invitation to their house; Mr. Bidon did on the 3d of June; he said he should like to go to the theatre with me; but that I should presume would fall to the ground.

7602. Do you consider that they did this in ignorance of your character?—They presumed that I would accept it as a matter of course.

7603. What

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7603. What was their object?—I cannot say what was their object, because I could not serve them in the slightest degree.

7604. What do you mean by that?—I had no means of obliging them in any way; the officers select the goods from the bulk themselves invariably; one of the committee or the president orders things to be brought forward, or they go into the room and examine them from the bulk.

7605. Could you, suppose you wish to do it, pass any man's goods, or reject any man's goods, at Deptford?—Certainly not; I am not in a position to do so.

7606. Are you an inspector of stores?—No, I am a leading man of stores; a very subordinate officer.

7607. Will you explain more fully what part you take in the inspection of goods?—In inspecting goods, I stand to obey all orders given to me.

7608. Could you volunteer any opinion when you are doing that?—No, if I did I should meet with a rebuff.

7609. Mr. *Philips.*] Is your opinion ever asked by the officers?—It is.

7610. How often, once, twice, or how often?—It has been asked once only during the contract of Messrs. Hebbert & Co., and I have it in writing, my opinion on that occasion. On that occasion a serjeant deserted, running away with a small portion of my pay. The Commandant of the Woolwich Division desired Colonel Fleming to see me on the subject, and to have some arrangement as to my receiving my pay for the future without further loss. Colonel Fleming mentioned to me about the cloths, and he said, "Smith, what do you think of the cloths that are in?" I said, "To which cloths do you allude, Colonel?" and he said, "The whole of them;" I said, "Will you be kind enough to name one;" and he said, "The reds;" I said, "I have tested the reds, they are fully equal in dye; in fact, they are dyed better through than the sealed pattern, but they are darker in colour, and about one-third of the pieces of cloth are light." I explained to him that I had not sampled the cloths, as I thought it would be an injury to the contractor to do so, and that I had put the light pieces by themselves, and those that were about weight by themselves, and the heavier pieces by themselves. "Well," he said, "look over them between this and Tuesday, and see what you can find out about them," or words to that effect, and so far as time would permit me, I did look at the goods, and put down such notations as occurred to me. The band's corporals' lace, for the chevrons for shell jackets, should be eight yards, and not seven, as sent. Scarlet cord required for 89 bandsmen's shell jackets should be 71 yards; not any more was sent. A quantity of lace for bandsmen's tunics not agreeable to diagram; two pairs of embroidered straps required for boat-serjeants, not provided for in scale of diagram; that was no fault of the contractor. Small buttons required for blue jackets; boatmans'; large ones sent. Yellow and white lace narrow; more than one-third of the pieces of cloth light in weight. Serjeants' embroidered straps not same colour as pattern. Privates' Oxford mixture not equal in texture. Serjeants' Oxford mixture not equal in dye.

7611. Mr. *T. G. Baring.*] Privates' Oxford mixture, not equal in texture; would that apply to the whole supply of cloth?—3,600 yards, and that cloth was received by the committee.

7612. In your opinion, the committee received cloth that was not quite equal to pattern?—Yes; and such I stated to the committee; when I showed them this paper they threw it on one side.

7613. And they acted upon their own judgment?—Yes; boatman's shirts, not like the pattern; neckerchiefs, not so heavy as pattern; serjeants' stockings, not of weight. These remarks I made agreeable to instructions.

7614. Was there any other time, during the examination of Messrs. Hebbert's supplies, that you were called upon to give an opinion?—Not the least.

7615. Consequently, your opinion could have had no effect upon the examination, excepting the examination on the 13th of February?—Certainly not; I do not think it had any effect then.

7616. It had no effect as to the black grey trousers?—Certainly not; they were passed.

7617. It has been stated by Mr. Crocker, Messrs. Hebbert's clerk, "I do not think it is his duty to lay the light pieces before the officers to judge our cloths by them, but samples cut off them." He means to infer by that, that you produced on the occasion of the 13th of February only samples from the light pieces?

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pieces?—They were not in my possession but in the possession of the master tailor. The pieces of cloth were selected by the committee and placed on the table; and as soon as they were placed on the table I looked to see the numbers, and told the master tailor, in order that he might select from the samples the very piece that had been cut from the piece of cloth, whether heavy or light; but I had nothing to do with that.

7618. You cut the samples?—Yes.

7619. In cutting those samples, did you choose the light cloths; did you weigh them before?—The whole of the cloths were weighed before they were sampled. When I commenced weighing I commenced sampling, and I found that the cloths ran so light that I would not sample any more. I then went to the storekeeper and said that they were very light, and I also pointed out the necessity of writing to the contractor that he might be in a position to telegraph or to write to the manufacturer prohibiting him from making any more cloths so light.

7620. Would that communication, made to the contractor by the storekeeper, account for people connected with the firm knowing before the examination, that the clothes were likely to be rejected?—I cannot say that it would.

7621. Was this communication sent before the examination of the 13th of February?—I think it was about the 13th of January.

7622. Consequently, before the examination of the 13th of February?—Yes.

7623. When Messrs. Hebbert received this letter, saying that the cloths were light, they would naturally suppose that they would be rejected?—Mr. Crocker came down the following day, and he may have drawn that conclusion.

7624. He was aware, before the examination, that the cloths had been weighed, and found light?—Yes.

7625. And that would account for his firm knowing that the cloths were light previous to the day of examination?—Yes, they would know that through Mr. Crocker. I can distinctly state that they did not know it through me, and only through Mr. Crocker.

7626. You reported it to the storekeeper?—Yes.

7627. Did you have much communication with the firm of Messrs. Hebbert during their contract?—It was principally with Mr. Bidon.

7628. Did you have communications with him at that time?—He has been down frequently, and I have exceeded my duty in conversing with him, so as to convey to them all the information that I could, without injury to the service. I gave them more information than I ever gave to any other firm.

7629. Is it not very inconvenient to the service that people in connexion with firms contracting with the Government should be always in the store-rooms asking questions?—So far, that it has prevented me from doing my laborious duties, and has retarded the work in the store materially.

7630. Does not such a practice render the foreman of stores liable to come in communication with parties who might tender him bribes?—Yes.

7631. And that would be detrimental to the service?—Yes; it would be better if the sealed patterns were left somewhere else.

7632. You have stated, with regard to the statement as to an arrangement taking place between yourself and Mr. Peto, Mr. Bryan's partner, that you think it must have taken place at a certain time. Did any conversation ever take place?—I do not remember going to the firm of Messrs. Bryan and Peto from the time that he paid me that 22 *l.* up to the time that I borrowed the 20 *l.*; that is the reason why I suppose that must have been the presumed time that this arrangement, whatever it was, took place.

7633. It has been stated by Mr. Bryan that Mr. Peto used the expression that he had made it all right with Mr. Smith; might not that have referred to his paying you that money?—I can draw no other conclusion.

7634. You state distinctly that no such arrangement was made for any per-centage?—Yes.

7635. Did you ever state that any arrangement had been made between you and Messrs. Dolan for any per-centage?—No arrangement was ever made with anybody since I have been there.

7636. Then, if Mr. Peto made that statement, he stated what was not the fact?—Yes; he stated what was incorrect.

7637. I think you stated that you repaid the 20 *l.*, to the best of your recollection, in two 10 *l.* notes in an envelope to Mr. Peto, eight or ten days after it was borrowed?—Yes.

7638. How

7638. How long was that ago?—It must have been in March or April last; I thought the money was borrowed in September; I laboured under that impression; I thought it was borrowed at that time.

7639. You repaid the money eight or ten days after it was borrowed?—Yes, about that time.

7640. Then you must have paid the money in September?—No, not if it was borrowed in March; I thought it was borrowed in September, and I told Mr. Bryan, when he asked me how I wanted the receipt dated, that I thought it was borrowed in September.

7641. Then why was the receipt dated in November?—That was in order to cover, as near as possible, the time when it was paid to Mr. Peto.

7642. You have just stated that, to the best of your belief, it was borrowed in September, and yet the receipt bears date the 4th of November?—That was the receipt that he gave me, which was afterwards torn up, but the receipt that I hold is dated the 21st of July, I believe.

7643. Viscount *Duncan.*] Who signed that receipt?—Mr. Bryan; that is a receipt for the second payment of 20*l.*

7644. Mr. *Liddell.*] You say that this money was borrowed in September, and that you repaid it in two 10*l.* notes in an envelope afterwards?—Yes; I laboured under the impression that it was borrowed in September, until this day.

7645. When you say that you laboured under that impression (you are a man of very good memory, all your evidence goes to show that, and the repayment of 20*l.* does not pass out of a man's memory in a few days), try and refresh your recollection, and say whether you did or did not repay that money in September last?—I paid it eight or ten days after it was borrowed; if the date was the 1st of March, it must have been paid in March.

7646. But you cannot say whether it was in September or in March?—I have no memorandum of it, neither have I the number of the notes with which I paid him.

7647. Nor does your memory serve you?—I cannot say whether it was borrowed in March or in September; I only go from the date that I heard this day, the 1st of March.

7648. When did you see Mr. Peto last?—On that occasion when I paid him, he was standing on the steps of his door.

7649. Where does he live?—He did live once at Clapham.

7650. You have not seen him since March or September?—No.

7651. You cannot state whether you have seen Mr. Peto this year, or that the last time was last year?—Either March or September would be last year; it was March 1856.

7652. With the conviction upon your mind that you had repaid the money eight or ten days after you had borrowed it, why did you send your wife with the 20*l.* to Mr. Bryan to pay it again?—Because he stated that he would not say one word about it, Messrs. Hebbert & Company only wanted him to say that the money had passed and they would open their arms to him.

7653. Were you not very much surprised after that, that Mr. Bryan should have come before this Committee, and made the statement he has?—I was surprised.

7654. *Chairman.*] Mr. Bryan says: "Mr. Philips, their clerk, had heard something of 20*l.* mentioned, you had better return it before I see them;" that was written to you by Mr. Bryan, on the 21st of July?—Yes.

7655. In consequence of this letter, you gave your wife 20*l.* to place in his hands?—Yes, to go and see Mr. Bryan, and explain to him that it had already been paid, and if he insisted upon having it paid again, rather than have any stain upon my character, I would have paid 40*l.* rather than 20*l.*

7656. Sir *Charles Napier.*] But still you are to get it back again?—That was the arrangement with Mr. Bryan. He said to my wife, "What a pity it was Mr. Peto did not name this to me, but you had better pay the money, and as soon as this bother is over I will return it again."

7657. Mr. *Liddell.*] When you sent the money by your wife, did you not say, "I have paid this money already to Mr. Peto"?—Yes; and Mr. Bryan said, "What a pity Mr. Peto did not name it, it would have saved all this bother." Mr. Bryan was down at the stores on the 2d of July, and he came down to caution me that Messrs. Hebbert were very inveterate against me.

7658. Mr. *Brown Westhead.*] You have stated that you borrowed this 20*l.* from

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from Mr. Peto, because you had no money at command at the moment, though you had money at Deptford, but you wanted this 20 *l.* for some partiular purpose?—Yes.

7659. Can you state what that purpose was?—I have already done so.

7660. If you wanted it for a special purpose, how is it that your memory does not serve you to say whether it was in March or in September?—I laboured under the impression, from the state of the Unity shares being about 41, that it was in September; but in March they were at a premium.

7661. Sir *Charles Napier.*] £. 20. was about the seventh part of your income, and yet you cannot recollect when you paid it back; do you never keep any account of your own private expenditure?—I do not.

7662. Mr. *T. G. Baring.*] Do you mean the Committee to infer that you do not know whether or not you repaid this money to Mr. Peto?—I did pay it to Mr. Peto.

7663. Are you quite certain that you paid it?—Quite positive; I have no doubt of it; he opened the envelope, and said it was all right.

7664. Viscount *Duncan.*] You borrowed two 10 *l.* notes from your wife to pay that money?—Yes, I did.

Veneris, 7° die Augusti, 1857.

MEMBERS PRESENT.

Colonel Boldero.	Mr. Liddell.
Mr. T. G. Baring.	Mr. Monsell.
Mr. Corry.	Sir Charles Napier.
General Codrington.	Mr. Newdegate.
Viscount Duncan.	Mr. Philips.
Colonel Gilpin.	Sir John Ramsden.
Lord Claud Hamilton.	Mr. Brown Westhead.
Mr. Jackson.	

COLONEL BOLDERO, IN THE CHAIR.

George Dalhousie Ramsay, Esq., called in; and further Examined.

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7665. Viscount *Duncan.*] IT having been stated in Question and Answer 6749, by the Chairman, "Have you ever had your attention called to any party who might have known such a thing as palming any of the officials? No." 6750. "Has any name ever been mentioned to you? Yes, there has been a name mentioned." 6751. "Will you be good enough to mention the name of the party? Mr. Ludlow used to come in frequently to talk about it, and he said, if we could get hold of Mr. Ramsay, and palm him, we could get any quantity of orders, and they would be sure to pass through." And, at Question 6925, I asked the question, "I think I understood you to say you had had conversations with various parties at various periods, generally upon the subject of these Government contracts; did you, in the course of any of those conversations with the parties you have mentioned, ever hear any one named in a Government office as likely to take a bribe? Mr. Ludlow said that Mr. Ramsay would." And, at Question 6930, "Did you understand Mr. Ludlow to say, that Mr. Ramsay was a party who would actually take a bribe to facilitate the passing of goods? He did." Question 6940, "Give me the actual words he used? These are the actual words he used, 'If you would make it all right with Mr. Ramsay, you would get lots of orders, and you would have no difficulty in passing.'" 6941. "That might mean that Mr. Ramsay approved of the goods? He has nothing to do with the passing of the goods." 6942. "He stated that Mr. Ramsay was open to a bribe? Yes." 6943. "That you are sure of? Yes." Then David Ludlow being called in, I was requested by the Committee to put the following question to him, "The following

following evidence has been given to-day by Mr. Lepine. Have you ever had your attention called to any party who might have known such a thing as palming any of the officials? No." "Has any name ever been mentioned to you? Yes, there has been a name mentioned." "Will you be good enough to mention the name of the party? Mr. Ludlow used to come in frequently and talk about it, and he said, if we could get hold of Mr. Ramsay, and palm him, we could get any quantity of orders, and they would be sure to pass through." "Now I ask you whether any conversation ever took place between you and Mr. Lepine upon the subject of Mr. Ramsay? I believe the time that Mr. Lepine alludes to is the time that Messrs. Woodrow gave me the pattern shirts and the samples. I will not be positive as to the time, but it was so notorious in the City that the shirts were bought at between 16*s.* and 17*s.*, and were passed at 20*s.* and 21*s.* I will not be certain, but I think one of the Mr. Woodrows, either Mr. Henry or Mr. Alfred, made an observation that if Mr. Ramsay wanted a bill discounted for 1,000*l.*, they, Messrs. Woodrow, could do it. There is something of that sort floating in my mind." 7011. "Did you yourself, in conversation with Mr. Lepine, ever make any such assertion as that to which you allude? I have no recollection at all beyond the conversation that I have now repeated." 7012. "Are you quite certain that in conversation with Mr. Lepine you never stated that you thought that Mr. Ramsay was susceptible of being palmed, or words to that effect? Never; I could not state such a thing." Mr. Alfred Woodrow was asked, Question 705, "Have you heard the nature of the conversation which Mr. Lepine has stated to this Committee as having taken place between himself and Mr. Ludlow on the subject of Mr. Ramsay? I heard the conversation in our warehouse." 7016. "Repeat to the Committee the conversation you heard, as near as you can recollect it, between Mr. Ludlow and Mr. Lepine, on the subject of Mr. Ramsay? The conversation amounted simply to this, that if we could convey 1,000*l.* to Mr. Ramsay, we might get any amount of orders from the War Department which we might think proper to ask for." 7017. "Who stated that? Mr. Ludlow." 7018. "Are you quite certain he stated that in your presence? Quite certain." Having heard that evidence read, are you anxious to make any observation to the Committee upon a matter so personally reflecting upon yourself?—In answer to that question I beg first to declare, unequivocally, on my honour as a gentleman, that the impression, vague and unsupported as it is, and the impression thus sought to be conveyed, is utterly false and calumnious. And I challenge the most searching inquiry, and I call for the protection of the Committee against such loose and vague insinuations intended to affect my character as a public servant. I have prepared a letter to be addressed to the Chairman, which, with the permission of the Committee, I will now read. "Sir, a copy of the Minutes of Evidence taken before the Select Committee on Public Contracts having been officially transmitted to the Secretary of State for War, my attention has been drawn to the evidence which was given on the 31st July last, wherein it is asserted by Mr. Lepine and Mr. Woodrow, that Mr. Ludlow stated I was open to be bribed; the latter witness positively denies ever having made such an assertion, but he informs the Committee that Mr. Woodrow was the person who had made the statement; Mr. Woodrow, upon examination, not only most positively denies ever having made such a statement, but asserts that he does not even know me by sight. It is stated by Mr. Lepine, that Mr. Ludlow made this statement in the presence of Mr. Woodrow, who corroborates Mr. Lepine's evidence, and I have since heard that Mr. Ludlow made the same statement to another person, which leaves no doubt upon my mind that the statement was made by him. You were good enough to inform me, in the presence of the Committee, on Tuesday last, that they felt perfectly satisfied there was not the slightest foundation for such a statement, but as my name has been mentioned in connexion with a transaction of such a scandalous nature, I trust that the Committee will make a most searching investigation into the charges which have been brought against me, for if witnesses are permitted to make statements, such as those which have been made before the Committee, unsupported by any evidence, and if these statements go forth to the public without any expression of opinion on the part of the Committee, I cannot but feel that the character and position of public servants will be seriously affected by the simple publication of such calumnies as those which have been directed against me. I venture to hope that if the Committee feel satisfied that there are no grounds to warrant the statements which have been made, that such

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an expression of opinion may be placed on record, as will exonerate me from imputations of such a calumnious nature: I beg to add, that I have transmitted a copy of this letter to the Secretary of State for War."

Serjeant *Thomas Smith*, called in; and further Examined.

Serjeant *T. Smith.*

7666. Mr. *T. G. Baring.*] DO you wish to give any explanation respecting what you said about the Unity shares?—Yes, on the last occasion that I was here, I named that that 20*l.* was borrowed; I laboured under the impression that it was borrowed in September 1856, and repaid a few days afterwards; I find that it was quite impossible to have been for the purpose of the Unity shares, inasmuch as that firm did not commence business till, I think, the 1st of May 1856, and after they did commence business, the shares were at a slight premium, and continued so, I believe, till after the failure of the British Bank; that led me to believe that the transaction relative to the 20*l.* took place on or about September; I do not know the exact date that the Royal British Bank failed, but that caused a great pressure upon the Unity Bank, and caused the shares to go down very shortly afterwards to 41, and when they were at 41, if my memory serves me correctly, that was about the time I bought some shares. If the date of the loan of 20*l.* was the 1st of March, it could not be the transaction I thought it was; therefore, with your kind permission, I should like to alter that statement.

7667. You wish the Committee to understand that you borrowed 20*l.* for some share transactions?—Yes.

7668. You first thought it was for the Unity shares, and subsequently you believe it was for gas shares?—Yes, I believe it was, afterwards.

7669. Was your wife aware of the transaction?—My wife was aware of it after I returned home; she knows that I did not, after all, take any shares.

7670. Did she know that you went up to pay the money?—Yes.

7671. Is she ready to give evidence upon that point?—Yes, she saw me put two 10*l.* notes in an envelope.

7662. Mr. *Brown Westhead.*] Have you ascertained the date at which you borrowed it?—I was surprised to hear it stated the 1st of March, the other day.

7673. Lord *Claud Hamilton.*] What was the circumstance that made you wish to have a memorandum given the other day when the 20*l.* was paid by your wife, dated at a wrong period?—Mr. Bryan stated to my wife, which she will state, that when he wrote a note, and brought it down, he also brought Mr. Bischoff's card; he wished the money to be repaid, as they had heard something about the 20*l.*, and if it was only repaid, it would settle the affair, and he should know nothing at all about it; he would not know anything about it; and then my wife and me consulted; rather than have a blemish on my character, I determined that 20*l.* should, if necessary, be paid again; I gave her 20 sovereigns, or rather she took them, and I went the following day to see Mr. Bryan, and explained that this money had been paid to Mr. Peto eight or ten days after it was borrowed, two 10*l.* notes in an envelope, standing on the steps outside the firm, and, according to my wife's statement, Mr. Bryan said, "What a pity Peto did not name this; see what bother it would have saved; I should recommend to you to pay this money again, and then I can say it is all right."

7674. What date was put to the memorandum?—The memorandum is now before the Committee.

7675. What was the date of it?—I believe it to be the 22d of July.

7676. Was not this your object, to make it tally with the matter of the Unity shares, when it was dated in November?—No; it was to make it tally within the short period of the date when it was repaid.

7677. *Chairman.*] Then why did you tear it up?—Because I was told that it was of no service to me.

7678. Sir *Charles Napier.*] You paid it back, but it was to be paid back to you after this Committee was over?—Yes; Mr. Bryan said she had better pay it again, and after this affair was over he would return it.

7679. Mr. *Jackson.*] Your object was to deceive this Committee?—Far from that; I should be sorry to attempt to do so; my object was, that no blemish should remain on my character; rather than that, I would pay 40*l.*

7680. If 20*l.* borrowed would cast a blemish upon your character, you wanted to deceive the Committee to that extent, and, by a side-wind, to remove that blemish,

blemish, so that it might not come to our ears?—It was at Mr. Bryan's suggestion that this money was paid a second time.

7681. You concurred with that suggestion, and acted upon it; therefore you and Mr. Bryan combined to keep back a fact which ought to have come before the Committee?—If it had been duly entered in their books that I paid the money, it could not have come before the Committee under any circumstances.

7682. Therefore, to a certain extent, it was withholding information which ought to come before this Committee?—I did not consider it so.

7683. Do you think, as a servant of the Crown, that that is the course which you should have taken in following up your duty?—I certainly see it was wrong doing so; I think it was very wrong paying the money a second time.

7684. You admit that you had a little conversation in the lobby of the House, on one occasion, with Mr. Bryan; what did you mean when you stated to him that nothing had better be said about the per-centage?—I said no such words.

7685. You distinctly deny having made such a statement to him?—I do distinctly deny it; Mr. Bryan passed the compliments of the morning as we were walking backwards and forwards, and Mr. Bischoff came and took his arm and took him away.

7686. Then those words which Mr. Bryan deliberately stated to this Committee are not true?—They are not correct.

7687. Are they true or not true?—Not true.

7688. Do you know Mr. Benjamin Cross?—Yes.

7689. Have you ever had any dealings and transactions with him?—No dealings with him.

7690. Never?—Never.

7691. Have you never been in communication with him on matters of business connected with the sale of cloth?—Not with the sale of cloth.

7692. Have you never disposed of or been the medium of disposing of a quantity of cloth in which Mr. Cross and other master tailors have been concerned and been a party to?—No.

7693. You have not?—No.

7694. Do you know Mr. Benjamin Cross, the clothier at Stonehouse?—He is the master tailor of the Royal Marines at Plymouth.

7695. And who keeps the Temperance Hotel?—Yes.

7696. Are the Committee to understand that you have had no business transactions with Mr. Benjamin Cross?—No money transactions.

7697. Have you had any business transactions with Mr. Cross?—There was a mistake some short time ago in packing 21 bandsmen's trousers in a hurry, 22 yards 24 inches of Oxford mixture cloth was sent by mistake instead of 29, and, I think, three-quarters, and on that occasion I wrote to the quartermaster-serjeant; or I would say this mistake took place at two of the divisions out of the four, and I wrote to the master tailor at Chatham, and I wrote to the quartermaster-serjeant at Plymouth. I discovered it in the store before the Woolwich supply went away, and this cloth was afterwards sent to them to make up the deficiency.

7698. Is that all that you have ever had to do with Mr. Benjamin Cross?—I think some years ago, by the same rule, some duck was sent, belonging to the clothing agent, in the place of the necessary account.

7699. Viscount *Duncan.*] At what date?—I cannot remember.

7700. Mr. *Jackson.*] You seem to have a most retentive memory for small matters, and therefore I draw the inference that it will go back for some time upon matters which more intimately concern yourself; I put this plain question to you, whether you have not received a commission of 2½ per cent. upon goods sent by the master tailors, through Mr. Cross, or with the concurrence of Mr. Cross, and disposed of, you being concerned in the transaction?—Never.

7701. You distinctly deny that?—I do.

7702. Have you ever known whether those returned goods have been sent back professedly in empty packages, but the goods within them?—No, I do not remember any; only return stores in them.

7703. Have you ever known a transaction where parties who have supplied a material of that description have been asked to send delivery notes, which delivery notes have come without any goods, the goods being represented by the returned goods in the said empty packages?—Never.

7704. You mean distinctly to state to the Committee that you have no cognizance of any such transaction?—I have not.

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7705. Do you mean to tell this Committee that you have neither cognizance of any such transaction, nor received a commission, or reward, or a participation in cloth sold through your agency, and Mr. Benjamin Cross for the master tailors, with whom he is connected?—I never received an agency at all from him.

7706. Nor received a recompense in any way, nor in any manner?—No.

7707. That you state to this Committee?—I do.

7708. You never have had any business transactions with Mr. Benjamin Cross beyond what you have already stated to the Committee?—I do not remember a word of it.

7709. Have you never had a difference with Mr. Cross and the master tailors with reference to an extra inch, 37 as against 36?—Mr. Cross has written to me during the present contract, stating that the cloth is not sufficient; and I had occasion to write to him, and point out to him that if the cloth was not sufficient, it would be his duty to bring it under the notice of the proper authorities, that more cloth might be allowed.

7710. Mr. *T. G. Baring.*] Have you got the letter?—No; I do not know whether it is at the Marine Store or not.

7711. Mr. *Jackson.*] You are not aware that this Mr. Benjamin Cross has acted as a sort of merchant for all the master tailors?—No, I am not.

7712. You do not know that he has ever had the disposal of any surplus cloth for the benefit of the master tailors, assuming that they had a perfect right to the excess in quantity under the regulations of the Government?—I have no knowledge of his having any transactions with the master tailors.

7713. Have you never been, directly or indirectly, connected with those four master tailors in any profits that they might derive from the disposal of the surplus quantity?—Never.

7714. Have you no recollection whatever of any goods coming from those master tailors put up in packages that were said to be empty, but which contained goods that had to be disposed of?—I do not know; I have no recollection of it.

7715. You are certain of that, and if that statement has been made by parties who said that you were cognizant of it, you would deny it?—I most decidedly should, because I know nothing of it.

7716. Sir *Charles Napier.*] You stated you wrote to Chatham, and to other places, and also to Mr. Cross; by what authority did you do that?—I am under the storekeeper, and I would be bound there are 150 letters that are written by me to one department and the other, during the course of every year that I have been there.

7717. Had you authority to do so?—The storekeeper has given me authority; frequently I have shown him letters that I have had from different parties, and he has authorised me to answer those letters. I do not say that he has authorised me to answer every one of them; I do not trouble him with every letter.

7718. There are four master tailors of Marines are there not?—Yes.

7719. It is in evidence that the cloth is supplied to clothe 85 men, but that cloth would clothe 100; is that correct?—I really cannot understand that.

7720. Mr. *Jackson.*] If a given quantity of cloth is delivered, will the quantity not required be equivalent to clothing 15 more?—I am not aware that it will. There is a scale of diagrams approved of by the Admiralty, and by this scale of diagrams, I have been guided in measuring the cloths and sending them away.

7721. Sir *C. Napier.*] At Question 5398 of Mr. Crocker's evidence he was asked this question, "I will refer to the tender of your prices in Appendix 16; I find in the materials for privates' tunics you contracted to furnish materials for the privates' tunics at 16 *s.* 3 *d.*; jackets at 5 *s.* 5½ *d.*; trousers at 7 *s.* 0½ *d.* I find that you contracted to deliver those articles, made up, at 17 *s.* 4 *d.* for tunics; 5 *s.* 7 *d.* for jackets; 7 *s.* 3 *d.* for trousers. Having stated that you put in a low profit, I find the difference between the goods and the materials made up in the case of the tunics, 1 *s.* 1 *d.*; jackets 1½ *d.*, and trousers 2 *d.* And on referring to Question 2048, in which you were asked relative to the prices paid for the making up of artillery tunics, jackets, and trousers, you stated that the prices which were assumed by the Government as proper prices were 3 *s.* for making up the tunics; 2 *s.* for making up the jackets; and 1 *s.* 3 *d.* for making up the trousers. You state that the clothing could not be made up for those prices; how do you account for taking so low a figure as that mentioned, considering the charge you had to pay to the makers up of those goods?" To which Mr. Crocker replied, "They always require for the master tailor a very large excess of every material more

more than we actually put in a coat; more than any clothier puts in a coat; we will save certainly 15 to 20 per cent. on all the materials that you allow to the master tailor to make up the clothing in materials." Is that correct?—I know nothing of the surplus of the master tailors. There is a certain quantum to be sent away with every bale of 50 or 25 tunics, and trousers or other garments, and that quantity has been duly measured by me, and sent away when demanded. If the bales that are now in store were to be re-opened and measured you would find the proper quantity in them if it is my measurement. If there is more than the master tailors want, that I know nothing about.

7722. Have you never had any communication whatever with the four master tailors at the different ports?—Yes, frequently.

7723. Has that communication been relative to any surplus cloth or not?—The master tailor of the Plymouth division has written three or four times, complaining of the measure, and I have written back. I think it was last January in his letter he complained of the scale of the diagrams, he should presume whoever made them out must have taken the size, No. 5 feet 5 for drummers, as the standard measure; the cloth allowed now was not sufficient to cut the garments for which it was intended.

7724. Mr. *Corry.*] Was it Mr. Cross who said that?—Yes; my answer to him was, that I had nothing whatever to do with the diagrams, they had been made out and approved by their Lordships, and therefore, if you find that the cloth supplied is insufficient to make the garments for which it is intended, it will be your duty to bring it under the notice of the proper authorities, that steps may be taken to supply you with more.

7725. Sir *C. Napier.*] Is it your duty to return the empties?—Yes.

7726. Did you never find anything in those empties?—Frequent returns, that is, condemned stores for sale.

7727. Did you never find any good surplus cloth in these empties?—Never.

7728. *Chairman.*] What do you mean by condemned goods for sale?—Those are things such as drawers and all sorts of appointments.

7729. Where do they come from?—Different divisions; as they are condemned by the Board of Receiving Officers they are transmitted to Deptford for sale.

7730. Sir *C. Napier.*] Have you ever had any quarrel with Mr. Cross?—No, only the letter to which I was alluding; I wrote to the quartermaster-serjeant about the bandsmen cloth that was measured and packed, and sent away in a hurry by railway, and the quantity sent to two of the divisions was insufficient to make the quantity for which it was intended by mistake; I found it out directly after it went by railway, and I wrote to the quartermaster-serjeant at Plymouth, and I wrote to the master tailor at Chatham, and I told them that we had just discovered the mistake, and the cloth should be sent to them with the bandsmen's clothing, and that was done.

7731. Do you know that Mr. Cross and the other three master tailors are in partnership, and do receive money for this surplus cloth?—I am not aware of that.

7732. Did you never hear anything about it?—Never.

7733. Did Mr. Cross never write to you upon the subject?—I never remember his writing to me on the subject.

7734. Have you never heard that Mr. Cross and the other tailors were dissatisfied at your having too much profit from the surplus cloth?—I have no profit whatever from it, because if the cloth ran over its measure, it was returned to the contractor.

7735. What was paid for that return?—Not one farthing.

7736. Was it a present that the Government made to the contractor?—If the cloths were short, the contractors made it up.

7737. You say that the cloth was returned to the contractor; there is evidence that there was more cloth supplied than was necessary; do you mean to say that the contractor having been paid for the cloth that he supplied, after it was made up, which may be at Portsmouth, Plymouth, Chatham, or elsewhere, that cloth is sent back again to the contractor as a present by the Government?—Nothing is sent back from the Government; if the cloths are put into the Deptford stores, and for argument's sake they are marked 40 yards; if they measure 40 and a quarter, that is the property of the contractor; and if they measure 39 and three-quarter yards the contractor has to make it up, as in the case of the present contract of Messrs. Hebbert & Company.

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7738. Have you never received less cloth from the contractor, and made that cloth up with the surplus cloth that you had in the store?—That has been so.

7739. Have you received any remuneration from the contractor for it?—Not the slightest fraction.

7740. By what authority do you return this cloth to the contractor to make up the quantity required?—In the case that you allude to, it could not be returned, when the contractor comes down, if there was a surplus of cloth he would be told of it, and if a deficiency he would send it in to make it up.

7741. Supposing he had a second contract, and he sent in so much cloth deficient, would that contract be made up by what you had in store?—The contract is for 12 months, and three months' notice on either side. If he sent in the cloth this month, and the surplus was five yards, the next time he sent in, perhaps there would be five yards deficient, and if so one would make up for the other. If there was still a surplus, that surplus would be the property of the contractor, and he would be told of that surplus.

7742. Are you bound to report that to the Government?—I never have reported it to the Government.

7743. In point of fact, if there is a surplus of cloth, which it appears there is in clothing 85 men, enough to clothe 100, does that cloth if returned into store belong to the contractor legally as the property of the contractor?—I cannot understand that 85 for 100; I think there must be a misprint. The scale or articles required is this: those having been packed in bales of 50, it is 75 yards, but those would not be 75, but only 55 yards; it is a yard and a half each time, so that 75 yards of cloth would be packed in a bale of 50,—150 for 100. Now if 85 are only made out of those, what would become of the surplus? but they must make 100 out of it, and if there is enough to make 115, of course that surplus would remain in the hands of the tailors, of which I know nothing.

7744. Do the tailors never send it to you in the empties?—Never.

7745. You have said that you have had no money transactions with Mr. Cross?—I do not remember any money transactions with him of any description.

7746. Have you never seen any of his cards?—I have seen his card.

7747. Are you aware that his card is "B. C. Cross, Master Tailor, Royal Marines' Mercer, Hatter, and Navy and Army Outfitter"?—I never saw a card of that description.

7748. Have you never had any other transaction of any description with Mr. Cross, or with any other tailor?—No more that what I speak of when there has been a discrepancy. If a deficiency has been found, which it really has been sometimes, if I have sent short measure through error, that measure has been made up afterwards, as in the case of the bandsmen's trousers recently. There was also to Mr. Cross some time back, when the boatsmen's clothing was sent, and he wrote to say there was no scarlet cloth.

7749. It appears very strange, you being the storekeeper, or the under storekeeper?—I am a leading man of stores.

7750. You being a leading man of the stores at Deptford, which is an inferior situation, there being a storekeeper, and there being a superintendent at Deptford, and there being a master attendant at that dockyard, is it not strange that you should carry on a correspondence with a tailor in another department altogether?—Such has been the case.

7751. Who told you to correspond with those parties?—Nobody; only the letters that come I have shown the storekeeper, and he has authorised me to answer them.

7752. Mr. *Jackson.*] Arising in the course of business?—Yes, anything connected with the quartermaster, for instance.

7753. Sir *C. Napier.*] You stated the other day, when some inquiry was made about your finances, that you would communicate privately to one of the members of the Committee where your money came from; have you done so?—I am prepared to do so; I think it is very unfair that everybody should know my private affairs, but I have no objection if it was a closed court to lay it before the Committee.

7754. Viscount *Duncan.*] Do you wish for the sake of your own character, and are you anxious to make a statement to the Committee if the committee-room is cleared?—I do not wish my private affairs to be gone into at all; but if it is the wish of the Committee, I am prepared to lay a statement before them.

7755. Mr. *Jackson.*] It seems that it is not as 85 is to 100, but as 100 is to 115, in

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in the measurement; have you any idea, from your own knowledge as the deliverer of this cloth, what per centage the master tailor gets to meet all the contingencies which may arise over and above the manufacture of 100 tunics?—I know not.

7756. You are not aware whether it is so large as to yield him a large profit, and enable him to dispose of a large quantity of that material?—I am not in a position to answer, but I have heard by letters from Mr. Cross that the cloth is insufficient to make the garments for which it is intended.

7757. Have you ever heard from him that he had any surplus to dispose of?—No.

7758. I understood you to say that a contract being made for the delivery of a certain description of cloth for 12 months, the practice is this, that if upon measuring that quantity there is a deficit, the next time there is an excess you set the one against the other, so as to balance the total quantity at the end of the time?—If there was a deficit first, a message would be sent to the contractor, as in the case of Mr. Hebbert's contract.

7759. If there is an excess is notice sent?—Yes; the first time they come down it would be named to them.

7760. Do you keep a record of what is in excess and what is deficient?—I do not.

7761. Then how is a contractor to know if the contractor is informed that the quantity he has delivered is not sufficient according to the terms of the contract, if you do not furnish him with an account of that which he delivers in excess, whether he is likely to have his supplies tally at the end of the year?—When the agent or the contractor comes down at the end of the month or any other time, so soon as a certain portion of cloth is measured and found to be short, he is acquainted with it, and if there is a surplus, he is also acquainted with it.

7762. Do you on behalf of the Government, being the receiver of this cloth, keep a record of the delivery of each parcel of goods, stating what is deficient, and stating also what is in excess?—I do not.

7763. It is not a part of the system as between the Government and the contractor?—No.

7764. Sir *Charles Napier.*] Are you suspended from your office?—Yes.

7765. Are you aware that Messrs. Hebbert have passed a considerable quantity of goods that were refused before you had been suspended?—No; I am not aware of it.

7766. *Chairman.*] Is any surplus cloth of good quality ever returned back to the store as a fresh delivery?—I am not aware of any surplus cloth ever being returned back again. When there is any surplus cloth which is considered the property of the contractor, it has remained there to form a part of the future supplies. If there was a deficiency, he would have to make it up, and if there was a surplus, it has been considered his property.

7767. Mr. *T. G. Baring.*] Have you any other explanation to make?—The contractor supposing he gets an order for 3,000 tunics, he must send in sufficient cloth of every description to make those 3,000 tunics, and if one portion of the cloth is over and another under, he must have sufficient cloth there to make the number of garments for which it was intended; if there was a little over in the one, and a deficiency in the other, he must make up that that was deficient, and where there was a surplus that would stand over to his credit.

7768. There is no debtor and creditor account kept of the deliveries?—Not at all.

7769. The contractor knows the precise amount that he has to send in according to the specification?—Yes, according to the scale of diagrams.

7770. He puts the measurement of each piece of cloth on a card, does he not?—I presume that that is the manufacturer's mark.

7771. The length is put on each card?—Yes.

7772. He would know the total length of cloth sent in?—Yes.

7773. Say for 3,000 tunics?—Yes.

7774. If it was more he would know how much it was in excess?—Precisely; they invariably send in a little over to make up for any deficiency that they may expect, and should there be a surplus they get the benefit of it.

7775. About what quantity in length would it be?—Some run half a yard over, and some half a yard short.

7776. What sort of total balance is there; how much may there be either in excess or deficiency?—It is invariably in favour of the contractor, excepting with

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Messrs. Hebbert's cloth; there was some three yards and three-quarters minus; I applied for five yards and they sent down 20; then there is standing to their credit a little piece of one yard and a quarter which will not make a pair of trousers, and when they fetch away the cloth they will have this piece returned.

7777. The balance of the surplus relates to very small quantities of cloth?—A few yards; perhaps there might be five yards in 1,000 or 2,000 tunics.

7778. That would be 3,000 yards?—Yes; and there might be a surplus of five yards.

7779. That would be but a small quantity?—Yes.

7780. Have you been always in the habit of regulating those small balances in that way?—I have.

7781. With respect to the amount of cloth given to the master tailor to make up a certain quantity of clothing in materials, have you ever calculated the diagrams to see what quantity of cloth is actually required to make them up?—I have not; neither am I in a position to do so; the master tailor is the best judge of those things.

7782. You could not speak from your own knowledge at all as to whether the quantity of cloth for 25 tunics or for 100 is more or less than is actually required in cutting up to make the garments?—I could only go from hearsay.

7783. Have you heard anything about it?—I heard from Mr. Cross that the cloth was insufficient for the garments that it was intended for.

7784. Who will be the best evidence upon that point?—I presume the master tailors, or some army tailors.

7785. Mr. *Philips.*] Supposing there is cloth wanted by the master tailor anywhere, at Portsmouth or Plymouth, does he send you an order for what he wants?—No; a demand is made by the quartermaster through the commandant of the division.

7786. An order comes to send so much cloth off for making so many garments?—Cloth for making so many garments.

7787. Do they say so many yards, or do they ask for cloth for so many garments?—No, they demand them in garments; say 1,000 tunics.

7788. You know the quantity that is to go for that number of tunics?—Yes.

7789. You receive an order for the cloth, and if there is not enough they write for more, do they not?—Yes; if I sent it short, they would write back and say so.

7790. Have they ever written for more?—Only the master tailor of the Plymouth division stated that it was insufficient; the 37 inches to the yard was not supplied.

7791. That is the length supplied by you?—Yes.

7792. If there is a surplus of that cloth, do you know from your own knowledge whether that surplus belongs to the master tailor or to the Government?—I know not.

7793. *Chairman.*] Are you not aware that it belongs to the master tailor as a matter of right?—No; I should not think it did.

7794. Mr. *Jackson.*] All that you have to do is to deliver the quantity specified in the diagram to the master tailor?—Yes.

7795. Lord *Claud Hamilton.*] When an order comes for 1,000 tunics, you send cloth according to the diagrams?—Yes.

7796. You do not exercise your own discretion as to the amount, but you obey exactly the order?—Yes.

7797. Therefore when complaints have been made that there was not enough, that did not mean that you had exercised a wrong discretion, but that the amount allowed was not sufficient; is that so?—That was the impression.

7798. Mr. *Liddell.*] When an order comes from a commandant, or through the commandant, for a certain number of tunics, and you are the party who measures the cloth, it passes through your hands; so that whether a deficiency or surplus arises, it must be in consequence of careless and negligent measurement on your part?—No.

7799. How can it occur otherwise?—A piece of cloth may be manufactured and sent in with the manufacturer's mark on it, and that piece of cloth may be a little over, or it may be a little under. I contend that my measurements have been just; if it is a little over, it is in favour of the contractor, and if it is under, he makes it good. Perhaps one piece may be over and another under; but the proper quantity has been ever sent by me, with the exception of mistakes. The

other

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other day I sent to two divisions out of the four a deficiency by mistake, through a hurried calculation, for bandsmen's trousers, and cloth was afterwards transmitted to the master tailors for the purpose of correcting that error. There was some duck which I sent; necessaries in the place of clothing, or clothing in the place of necessaries. One is a bale for 100 duck trousers, containing 280 yards, and the other bale for 100 necessary trousers, which contains 292 yards; and if the one was sent in the place of the other, through error or the press of business, they would have either 12 too much or 12 too little.

7800. You say that the cloth for every garment that is required is measured by you, and it passes through your hands; what check is there upon any man in your position against his delivering fraudulent measurements; understand me, I do not accuse you; but is there any check?—The contractor supplies a delivery note, stating what quantity of articles is sent in with every supply.

7801. Where does that delivery note go to?—It has hitherto come to me.

7802. What do you do with it?—Check it, to see that the supplies are agreeable to that delivery note.

7803. Who keeps that?—It is filed by me, and kept in my office.

7804. Subject to no inspection and no check?—Perhaps there would be various deliveries, all appertaining to one inspection; prior to that inspection a list is made out by me what number of garments, of different descriptions, are to be brought before the committee for inspection. Suppose there are 5,000 tunics; I go into the scale of diagrams to see that there is the proper quantity, which would be 7,500 yards of red cloth, and if I find there, perhaps, 7,512 yards, I am satisfied, and I go into the blue cloth and the white cloth.

7805. That is 12 yards too much?—Yes, to make up for any deficiency or damages.

7806. Do you put down to the contractor's credit that 12 yards which you have discovered in excess?—The contractor sends in his statement as to the quantity of cloth supplied at different dates, and the actual quantity required for the whole of the supply, and from that I can check it, to see whether it is correct or not, so that this surplus would be shown at the bottom of it.

7807. That is put to the contractor's credit?—Yes.

7808. You say that those delivery notes are filed in your office, and kept by you?—Yes.

7809. Supposing that when the cloth so measured by you is received by the tailors for making up there is a deficiency or an excess found to exist, do they inform you of that circumstance?—They never have complained of a deficiency, nor yet have they said a word about a surplus, excepting in the case of the master tailor at Plymouth.

7810. Mr. *Jackson.*] Do the Government send to you any statement by which you can see the number of articles that each contractor has contracted for with the Government; do they furnish you with a copy of the contract which the parties have made?—I have the order to copy; if an order was given to the contractors to-day, the chances are I should have it to-morrow.

7811. If a Government department had entered into a contract with Messrs. Dolan or Messrs. Hebbert for materials to make 1,000 suits of clothing, would they furnish you with a copy of that contract, showing the quantity of materials of every description that you would have to receive from them on behalf of the Government?—As to the clothing they do, and the scale of the diagrams I am forced to keep by me to work by.

7812. Then they do not send you a statement altogether of the numerous articles required to furnish 1,000 suits of clothes?—They specify the number of garments, and then I refer to the diagrams for the quantity of the different articles required to make those garments.

7813. Do you keep a record in your office; have you any books to show the date at which you receive the goods so specified in that contract, and the quantities, or do you merely rely on the delivery notes being filed and added up when the contract is completed?—The delivery notes are filed when the examination takes place, and then the cloths that are received are duly entered in a book, and those that are rejected are taken away by the contractor, and no further notice is taken of them.

7814. Then the process is to receive the goods, and file the delivery note until the inspection takes place?—Yes.

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7815. When inspected, you enter into a book the quantity of goods received on behalf of the Government; do you transmit an account of that to the head office?—There is a clerk of the office who also keeps an account of it, the storekeeper's clerk, and he is prepared at any moment to show what remains in store, and what is due from the contractors.

7816. The contractors are bound to send 37 inches to the yard, are they not?—Yes.

7817. You are only bound to deliver 36?—I am bound to deliver 37, and always do so.

7818. Therefore the difference in the inch is no advantage to you?—None whatever.

7819. You give out as you receive?—Yes; if a piece of cloth, as I stated before, should measure half or a quarter of a yard more than its measure, my measure, I contend, is just; but should the cloth be short, I still give 37 inches to the yard, and the contractor would have to make it up.

7820. And of that you advise the contractor?—Yes, through his carman.

7821. Suppose the cloths ran 38 instead of 37 inches, would you give him advice of that?—It would remain there to his credit; there is cloth remaining in the store to the credit of Messrs Hebbert & Co.

7822. You set off the deficiencies against the excesses?—Yes; if there was a deficiency, I should take it from the excess.

7823. You carry that down to the end of the contract?—Yes.

7824. Have you a book?—They send me in a list of the quantities delivered during the whole month, and that would show whether there was in their opinion a surplus or not.

7825. If you took out one piece and measured it, and it fell short one inch, would you on that account reject the whole?—It would not be rejected in consequence of being an inch short.

7826. Do you know of any case in which rejections have taken place in consequence of deficiency in length?—No.

7827. Sir *C. Napier.*] Who is your direct superior?—I go to the storekeeper.

7828. Do you write to him ever?—I have written to him.

7829. Did you ever write to a superintendent; publicly, I mean?—Only through the storekeeper.

7830. Did you ever write to a master attendant?—No.

7831. Did you ever go to him on business?—I may have gone to him, but the storekeeper is the party.

7832. He is your master?—Yes.

7833. Does he authorise you to write to those different parties?—I have shown the letters to him.

7834. Do you write in the name of the stotekeeper or in your own name; do you sign your name to the letters?—My own name.

7835. You must have some authority to do that; if I rightly understand you, you are simply the person in the storehouse that takes care of the cloth, and the stores that are delivered to you, are you not?—Precisely.

7836. How comes it that you correspond with the other dockyards; you know how the service is conducted; you have superior officers, and there is a superintendent, a master attendant, and a storekeeper; you have not sufficiently explained how it is that you have any correspondence with the master tailors in the different dockyards; by what authority has that taken place?—No particular authority; no more than that a correspondence has taken place.

7837. You know perfectly well that by the rules and regulations of the service, a subaltern cannot correspond out of his own department with anybody else, without the authority of the storekeeper, the master attendant, or the superintendent?—I, of course, have corresponded with them when they have written me letters.

7838. About what?—Certain things; such as inquiring when they are likely to have their supplies, and stating that they are hard-up.

7839. Those are private notes; do you direct those letters privately or publicly?—They are private notes.

7840. Has that been by order of the storekeeper?—No, I cannot say that that has been so.

7841. Do you communicate what you hear from the master tailors to the storekeeper?—No, I do not know that I ever did.

7842. Have

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7842. Have you ever communicated any correspondence that you have had with other dockyards, to the storekeeper?—Yes, I have shown those letters when the quartermaster-serjeants have written to me relative to the supplies; I have shown them to the storekeeper, and he has desired me to answer them.

7843. Mr. *Brown Westhead.*] Do you keep any copies of your letters?—No.

7844. Sir *C. Napier.*] Does the storekeeper keep any copies of them?—No.

7845. Viscount *Duncan.*] Are they official or private documents?—Private.

7846. Sir *C. Napier.*] But private documents on public service?—It was relating to the public service.

7847. Did you consider them official documents?—I considered them private; it was information; they wanted to know when it was likely that they would get their stores, as they were standing still for the want of them.

7848. You did not correspond with the guardian of the stores in the different dockyards; you corresponded with the master tailor and storekeeper in the different yards?—It is not the different yards, it is the different barracks; the barrack-master-serjeant, or the quartermaster-serjeant, or the master tailor.

7849. No higher than that?—No.

7850. Mr. *Brown Westhead.*] If a mastor tailor finds that he is deficient in cloth, to whom does he communicate officially?—To the quartermaster.

7851. Mr. *T. G. Baring.*] Are you aware of the system of official communication in making demands from the different divisions of the Royal Marines, that the colonel commandant applies to the deputy adjutant-general?—For clothing and barrack stores he does; not for necessaries.

7852. And that the deputy adjutant-general of Marines forwards the application, through the comptroller of victualling, to the superintendent of the dockyard?—Yes.

7853. And the superintendent of the dockyard will direct the storekeeper to send the goods?—Yes.

7854. You would be the person to pack them up and send them?—Yes, they are invariably packed; sometimes 12 months before they are required.

7855. You would send them off?—Yes.

7856. Those notes which have passed between you and the quartermaster-serjeants and the master tailors have been private communications to further the public business?—Yes, that is all.

7857. I suppose you would have considered yourself very uncivil if you had not replied to those letters?—Yes; but on all other occasions, or nearly all, it has touched my pocket in postage and paper.

7858. Viscount *Duncan.*] You have paid the postage and for the paper in the private communications which you have made?—Certainly.

7859. *Chairman.*] All the cloth is delivered in bales, is it not?—Yes; they average from 33 yards to 45.

7860. If you get a requisition from Woolwich, Chatham, Portsmouth, or Plymouth for 1,000 tunics, you send them a certain quantity of cloth in bales?—Yes, which have been all ready and measured six months before.

7861. It is not cut into garments?—No.

7862. I see by the contract that one of the conditions is, that each piece of cloth is to be 36 inches wide?—Fifty-four inches it should be.

7863. Is that the exact condition of the contract, or is there any such condition in the contract?—In length or breadth?

7864. Breadth.—The breadth should be 54¾ inches, mean 54 inches.

7865. Have you known instances of surplus cloth ever being returned back to store as a supply to the Government?—Never.

7866. Is there any objection to the contractor buying surplus cloth from the tailor, if he has any?—I am not aware of any authority for his doing so.

7867. If the tailor has a surplus of cloth which has passed inspection and he sells it to the contractor, could that cloth come back to you and be received as a fresh supply?—If it was in whole pieces it would not be known whether it had been returned to the contractor or not.

7868. That is the reason why you cannot answer my question, whether any

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surplus cloth does come back or not as a fresh supply; do you receive no surplus direct from the master tailor?—No, I have never known such a thing.

7869. Mr. *Philips.*] You said that you did not know whether that cloth belonged to the master tailor or not?—You were alluding to the surplus cloth that would fall into the hands of the tailors; I know nothing of that; I know nothing about the surplus cloth.

7870. You know nothing at all about it?—No; the proper measurement is sent by me to them.

7871. Mr. *Brown Westhead.*] They never write to say that you have sent too much, but they do write to say that you have sent too little?—Yes.

7872. Mr. *T. G. Baring.*] When Mr. Cross said that you had sent too little he meant that the specification was too small?—Yes, that the measurement was rather tight; it was impossible that I could send him more than I had got.

7873. He complained of the specification and not of your measurement?—Yes, he complained of our measurement; he said that I did not measure correctly, and he said he should have a man of the trade in future to measure after me.

7874. Lord *Claud Hamilton.*] Nobody checks your measurement?—No.

7875. If you made a mistake, what course would the master tailor adopt?—If I made a mistake the master tailor would write to say so, which was the case some little time back. He said I had given him tight measurement, and I said that I hoped that he would not bother me about tight measure now, as I was before the House of Commons, and that if he really did find anything short, to let me know what was short and I would put it to rights.

7876. What test have you that you are correct, and that he was incorrect in stating that there was not enough; you have no entry, or anything witnessed by another person?—No, there is no person to witness it.

7877. I understood you to say, that when Mr. Cross said that he had not sufficient cloth, you said that he ought to write to the proper authorities?—Yes.

7878. Supposing you made an unintentional mistake and sent too little cloth, what remedy has the master tailor?—To report it to his superior officer.

7879. Would there be any means of ascertaining the quantity that came from you except your own entry?—No.

7880. General *Codrington.*] The tailor could measure it when he received it?—Yes, if he measured the quantity when he received it, and complained to me that the measure was short, I should take steps to find out where that discrepancy occurred, and I should send him more cloth.

7881. Lord *Claud Hamilton.*] Instead of doing that in the case you mentioned, you told him that he ought to write to the proper authorities?—Yes; he alluded to the scale of the diagrams; he said, whoever made them out must have taken five feet four as the standard for the quantities of cloth.

7882. *Chairman.*] How much cloth did you send for each tunic?—One yard and a half of red or scarlet.

7883. Is not one yard and one-third of a yard sufficient for a tunic?—I am not aware.

7884. Lord *Claud Hamilton.*] When you send 1,000 yards, those are yards at the scale of 37 inches to the yard?—Yes; when the yard is measured the thumb is put to the end of the yard stick.

7885. Have you never had any discussion with any of the master tailors as to that odd inch?—Only with Mr. Cross, when that letter passed.

7886. Mr. *Philips.*] Will you tell the Committee what did pass?—He had stated that my measurement was too tight; I said that it was impossible that I could give him more than 37 inches to the yard, and that he had ever had with woollen articles; and the linens were 36 inches to the yard.

7887. Mr. *Jackson.*] Did he want purser's measure?—He said that the measure had been too tight, and he should have a man in future to measure after me.

7888. Mr. *Philips.*] There was a correspondence about it?—Yes; it was very recently; since I have attended this Committee.

7889. Was that the first correspondence that you had ever had about the length?—No.

7890. Have you had any correspondence with other parties?—Yes, some years ago I had a correspondence with the master tailor at Chatham, when he complained

plained of the length of tweed stuff, as far back as 1848, and he then acknowledged to having good measure, and he proved that there was 21 inches over. Serjeant *T. Smith.* 7 August 1857.

7891. Those letters which were written to you containing complaints from those different tailors, were private letters, and not official letters to yourself?—Private letters.

7892. Entirely private?—Yes.

7893. Each party paying the postage on their own behalf, and having nothing to do with the Government?—Nothing.

7894. You are only the keeper of the stores?—That is all.

7895. The storekeeper is another person; to whom are you answerable?—I am answerable to him for correctness.

7896. You have nothing to do with official correspondence?—No.

7897. Who is your master?—Mr. John Breaks.

7898. He is the gentleman who attends to the correspondence?—He or his clerk. He instructs the clerk to write.

7899. You have nothing to do with the correspondence, have you?—Not the official correspondence.

7900. Mr. *T. G. Baring.*] Is the cloth sent by the storekeeper direct to the quartermaster?—Yes.

7901. And he sends it to the master tailor?—Yes.

7902. If the master tailor has a complaint to make he would make it to the quartermaster?—Yes.

7903. Those letters which you wrote were altogether unofficial in every respect?—Yes; they were private letters.

7904. Mr. *Jackson.*] If there is any deficiency in the cloth, do you, or the party above you, represent that deficiency to the contractor?—Myself.

7905. Then you do not make an official communication to the party contracting that the cloth is not correct?—I send a message by the carmen when they come down.

7906. Is that a verbal or written message?—A verbal.

7907. Mr. *Liddell.*] Do you measure every piece of cloth that is supplied in store?—Every piece.

7908. Every individual piece with your own hand?—Yes.

7909. Have you any assistants?—There are three men belonging to the stores, packers.

7910. Are they measurers?—No; they do not know how to measure. Sometimes I have measured 8,000 yards.

7911. Do you mean to say that you, with your own hand, measure every single yard of cloth that is supplied into store?—Every bit of it.

7912. Your entire time is occupied in doing nothing else?—I weigh it, and sample it, and keep the books, and attend to a variety of other articles as well as cloth. In fact, you will not find three men to do that work now.

7913. Have you some apparatus to measure by, or do you measure in the ordinary mode with a yard measure?—With a yard measure.

7914. We have heard a good deal about inches and half inches. Can you undertake accurately to measure a bale of cloth, passing the yard measure, hand over hand, and not skip an inch here and an inch there?—It is very simple.

7915. Do you mean to say that you can undertake to measure 15,000 yards of cloth, passing the measure hand over hand in the ordinary way, and not slip an inch here and an inch there, or more than that?—As to slipping an inch, I should not do that at all. If I came to a piece of cloth where there was that much (*describing the same*) over the 45 yards,—it is not a quarter,—I throw it in, and it is called 45 yards.

7916. Mr. *Philips.*] Have you not a measuring machine in your office?—No; only a yard stick.

7917. Do you only get about 130 *l.* a year for doing all this work, measuring everything up?—One hundred pounds is allowed for that.

7918. That is the whole amount of your pay for those duties?—Yes.

7919. It takes you all day and all your time to get through it?—It depends entirely upon the quantity ordered; sometimes my finger and thumb have had hard corns upon them.

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7920. You stated the other day that you dabbled a little in shares; is that done in the evenings, or when?—The pressure of the work is not always the same.

7921. The dabbling takes place when you have a little leisure?—Yes; sometimes I get half a day's leave.

7922. You do the share-broking business in the day time?—Yes.

7923. When you have not much business going on for the Government?—Yes; when I get half a day's leave, when there is no cloth requiring measuring.

7924. Then you ask for leave of absence?—Yes.

7925. From whom?—The storekeeper, Mr. Breaks.

7926. You receive all the delivery notes from the contractors, and I suppose you sign them?—I invariably make a notation on them the day they are received.

7927. When goods are delivered there is a delivery note, and a receipt given?—No; we do not give any receipt.

7928. I understood you to say that the delivery notes were given to you?—Yes.

7929. You do not give any receipt?—No; it would be impossible to do so.

7930. What do you do with the delivery notes?—File them, after they are checked.

7931. Do you give them over to the storekeeper?—No; I keep them in my own possession.

7932. You are responsible for them?—I have held myself so.

7933. You are responsible for the delivery notes?—Yes.

7934. You are responsible to the contractor and not the storekeeper?—No; the storekeeper is.

7935. Does he ever see or look at those delivery notes?—No, I do not think he does.

7936. Has he never seen the delivery notes of the contractor's goods which has been sent in?—I cannot say that; not generally speaking.

7937. Not one in a thousand?—No.

7938. Sir *Charles Napier.*] In point of fact you are the storekeeper?—No.

7939. You do the duty for 100 *l.* a year?—I am the leading man of the stores.

7940. You do the duty of storekeeper for 100 *l.* a year?—I have ever kept him harmless.

7941. Then, in point of fact, you do the duty that you would do if you were the storekeeper?—No; I presume that the storekeeper has his own duty to perform, because all the correspondence connected with the marine or any other stores goes through him officially.

7942. You have said that you are the person whose duty it is to receive the cloth; is that correct?—I do all the duties at the store that I possibly can for the benefit of the service.

7943. Mr. *Philips.*] Do you ever see the storekeeper in the store, or how many hours a day?—Sometimes not an hour in a week.

7944. Do you know about what his salary is?—No.

7945. Lord *Claud Hamilton.*] Does he check your proceedings?—No; the clerk keeps the accounts as well as myself.

7946. Does the nominal storekeeper check your proceedings?—No.

7947. Who is officially responsible for that which you do in his name; he or yourself?—He is responsible to the Government.

7948. Mr. *Philips.*] He is the responsible officer to the Government, and you are under him?—Yes.

7949. You see him once a week?—I might see him three or four times a day, not in the store; he is all over the yard.

7950. General *Codrington.*] Are there any other stores for which he is responsible, and of which you know nothing?—Numerous others.

7951. Mr. *T. G. Baring.*] If there was any dispute between you and the contractor as to the delivery of the goods, to whom would he appeal; would he appeal to the storekeeper?—Yes.

7952. The storekeeper would then inquire?—Yes.

7953. He has the general superintendence over the marine store, in common with many others?—Yes.

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7954. He therefore could not devote the whole of his time to the marine store?—It is impossible; he is oftentimes in town perhaps on other duties, such as purchases, three or four times a week; his business is very various.

7955. He places a proper man at the head of each store, does he not?—Yes, a clerk.

7956. And he exercises a general superintendence over all?—Yes.

7957. Has he generally placed confidence in you?—Yes; I believe every confidence.

7958. He believes that you discharge your duties properly?—Yes.

7959. In checking the accounts, are they not checked by one of his clerks?—Yes.

7960. His clerk checks your accounts?—Yes.

7961. Would it be possible for him to check your accounts?—No; he could do it not.

7962. General *Codrington.*] You are limited to one particular part of the storekeeper's stores?—Yes; one particular store.

7963. Mr. *Jackson.*] Instead of being underworked, he is overloaded, I suppose?—I know nothing of the storekeeper's duty.

7964. Lord *Claud Hamilton.*] You say that he could not possibly go through all those duties?—Yes.

7965. Yet you state that he is responsible for their execution?—Yes; he is responsible for their being executed properly; I presume that he is responsible for the due execution of them.

7966. Viscount *Duncan.*] He places confidence in you for the execution of a portion of those duties?—Yes.

7967. Sir *Charles Napier.*] Is it no part of the storekeeper's duty to examine the cloth?—Not at the marine store; he never has done so there.

7968. *Chairman.*] He examines all the provisions for the navy, does he not?—I cannot answer that question.

7969. Viscount *Duncan.*] You are not acquainted altogether with the storekeeper's duties?—I am quite unacquainted with them.

7970. General *Codrington.*] It seems by the diagram there is a large margin allowed by the Government?—I have heard so; I have heard other parties say that there was not enough.

7971. Viscount *Duncan.*] Is it the fact that two notes are always sent, one for the foreman, and one for the storekeeper?—I am aware of only one.

7972. You only know of the one that is sent to you?—Yes, that's all; now they are all addressed to the storekeeper.

7973. General *Codrington.*] Do you know whether the Government puts more cloth in a coat or trousers than the contractor?—I do not know; the contractor is compelled to make it agreeably to the scale of the diagrams; and should a man happen to be of so slight a description as not to require a jacket so bulky, there would of course be less cloth in it.

Mr. *Lawrence John Baptiste Dolan*, called in; and Examined.

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7974. Mr. *T. G. Baring.*] IN what firm are you a partner?—Messrs. Dolan and Company.

7975. How long have you been a partner in that firm?—Ten years.

7976. What is your business?—Army clothiers and cloth manufacturers.

7977. Have you had extensive contracts with the Government for clothing?—Yes, during the last 60 years we have supplied extensively the War Department, and also furnished clothing to the regiments of the line, under the patronage of the colonels.

7978. Under the old system?—Yes.

7979. Have you had a contract for clothing the marines?—We obtained a contract for clothing the marines in April 1853, and we had notice of the termination of that contract on the 8th of August 1856, and of course the contract terminated three months after that time.

7980. Are you manufacturers?—We make our own cloth.

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7981. Do you finish it?—As a general rule, not always; we take the wool and spin it, and perform all the processes by which cloth is made.

7982. Where is your mill?—At Houldsworth, near Leeds.

7983. Under whose supervision is it?—It is managed by my brother, John Dolan.

7984. Is it your own, or do you rent it?—It is a freehold.

7985. Are all the operations of making and dyeing carried on there?—Not dyeing; we make the balk, and then it goes to be dyed; then it comes back, and we finish it.

7986. Take, for instance, black-grey trousers?—The wool would be dyed before it was mixed with the grey, to make the colour.

7987. Go through the whole process?—We should dye the cloth in balk, and then it would go to be dyed, and come back to be finished; the entire process from the wool to the time that the cloth is made, would be gone through in our mill, and after that it would go to be dyed, and then it would be finished by us.

7988. Do you know anything about the present scale of measurement in the diagrams for the tunics for the Royal Marines?—Yes; the present scale of the tunic and shell jacket was submitted by us with the new patterns.

7989. How long ago was that?—I believe the tunic was only fixed about six months ago, some time prior to the new contract, when the new single-breasted tunic was adopted for the line; the jacket specifications were fixed about 18 months ago, when they adopted the long jacket, which is worn by the Royal Marines, and which is much longer than the jacket worn by the line.

7990. It has been stated in evidence, by Mr. Crocker, at Question 5398, that Messrs. Hebbert saved certainly 15 to 20 per cent. upon all the materials allowed to the master tailor; do you believe the schedule of quantities to be excessive?—No; I can prove that it is not.

7991. Suppose the quantities were excessive, would it make any difference to the contractor who furnishes the supplies?—Not the slightest.

7992. Whatever the scale was the contractor would be bound to furnish the quantity according to the scale?—There is a list as regards the clothing materials, as stated in this paper, showing the quantities that we are bound to furnish for every 25 tunics, every 25 jackets, and every 25 trousers.

Vide App. No. 6, p. 615.

7993. There is a scale of measurement at page 9 of the Appendix;* is that the same as for the line?—This scale which I hold in my hand, which is at page 9, is identically the same scale as that by which we are now making the clothing for the line; we have lately cut for 22 regiments according to the scale, or with a very slight variation.

7994. With regard to the different sizes, is not the number of the large sizes greater for the marines than for the line?—Yes, that is the case; the average number of sized coats in 100 in the case of marines is five feet nine, and in the case of the line five feet eight. I consider the marine tunic as a rule is one inch longer in height; five feet nine for the marine average, and five feet eight for the line.

7995. The marine tunic would take rather more cloth?—Yes, about an inch.

7996. Have you recently made any line clothing?—Yes; we have recently contracted to supply 22 line regiments with clothing.

7997. How much does a tunic take?—The quantity allowed for us by the War Department was one yard 17 inches, and after cutting 17,000 tunics we found that we had only 60 yards over in remnants.

7998. If that is the case, and you have that remnant only, and you say the marines take an inch more for each tunic than the line, how is it possible that 15 or 20 per cent. can be saved, as was stated by Mr. Crocker?—It cannot be saved.

7999. How much is 20 per cent. on one yard and 18 inches?—If they could save 20 per cent., they could get a tunic out of one yard 10 inches; and they could scarcely get a Highland jacket out of it.

8000. Viscount *Duncan.*] Do you say that no such saving could be made?—I state that as the result of our experience in the marine clothing, and also of our experience during the last year in cutting out the clothing for nearly 50 regiments of the line.

8001. Mr. *T. G. Baring.*] I asked Mr. Crocker as to the price of those tunics in materials and made up by Messrs. Hebbert (5398). "I will refer to the tender of

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of your prices in Appendix 16; I find, in the materials for privates' tunics, you contracted to furnish materials for the privates' tunics at 16 *s.* 3 *d.*; I find that you contracted to deliver the tunic made up at 17 *s.* 4 *d.*" What do you reckon the cost of cutting and making the tunic?—The lowest estimate is 3 *s.* 6 *d.*

8002. Colonel *Gilpin.*] Finding no twist?—No, the general tailor finds that.

8003. Mr. *T. G. Baring.*] If you state that the quantity of material allowed, a yard and a half, is not an excessive quantity, if an exorbitant profit is not taken for the supply of cloth and materials, the price for a tunic made up would be 16 *s.* 3 *d.*, plus 3 *s.* 6 *d.*?—Yes, making 19 *s.* 9 *d.*, and I mean to say that it could not be made for that 19 *s.* 9 *d.*; that is based on the supposition that 16 *s.* 3 *d.* is a proper price for the tunic material, which I can show it is not.

8004. Confining yourself to the difference between the cost of the material and the price when made up, if the tunic in materials can only be supplied for 16 *s.* 3 *d.*, can it be supplied made up for 17 *s.* 4*d.*?—It is impossible and absurd.

8005. You state that you think 16 *s.* 3 *d.*, as the cost for furnishing the materials, is too little?—I do.

8006. You do not think that cloth equal to the pattern deposited could be furnished at that price?—I do not think it could be done within 10 or 15 per cent.

8007. Is the red cloth for the marines the same as for the line?—Yes, identically the same; the pattern that is now established for the Royal Marine clothing was submitted to us, and it was taken out of an order of 10,000 yards, which we had from the War Department for the line; I can say that it was part of the supply of 10,000 yards, taken indiscriminately, which we were preparing for the line.

8008. Had you a contract to supply a large portion?—Yes. We first of all had a contract for 10,000 yards, and subsequently we had a contract for 80,000 yards.

8009. Had you also a contract for making up some of this clothing?—Yes; we have done, I suppose, nearly half the making up. We furnish everything except red cloth under that contract.

8010. What was the price of the line tunic cloth a yard?—Our contract price for the last contract was 8 *s.* 4 ½ *d.* per yard.

8011. What was the price for making and finding the trimmings?—Eight shillings and threepence.

8012. How much cloth is allowed?—One yard and 17 inches; that makes the cost of the line tunic, as I make it, one yard 17 inches of cloth, at 8 *s.* 4 ½ *d.*, 12 *s.* 4 ½ *d.*, and then taking 8 *s.* 3 *d.* for making; the total cost of the line tunic, without buttons, is 20 *s.* 7 *d.*

8013. Do you know whether Messrs. Hebbert tendered for the supplying of this army cloth?—I have reason to believe that they did.

8014 You state that the marine tunic has an inch more of cloth allowed for it than the line tunic?—Yes.

8015. The men are taller?—Yes.

8016. It would consequently be more expensive?—Certainly.

8017. Is there any other respect upon which the marine tunic is more expensive than the line?—Yes, it is more expensive in this respect; on the strap of the line tunic there is simply the number of the regiment, on the marine tunic there is a globe and wreath; and I make the extra cost of the marine tunic, in consequence, 4 *d.* per coat.

8018. General *Codrington.*] Are they embroidered on?—Yes.

8019. Mr. *T. G. Baring.*] If the line tunic, without buttons, cost 20 *s.* 7 *d.*, how can the more expensive marine tunic, with embroidery upon it, be supplied for 17 *s.* 4 *d.*?—I have no hesitation in saying that the marine tunic cannot be supplied by the persons supplying it without entailing upon the persons supplying it 20 per cent. loss.

8020. Seventeen shillings and fourpence is the price at which Messrs. Hebbert tendered to supply the marine tunic?—Yes.

8021. How do you account for that?—I cannot account for it. I can offer no explanation of it, and I do not think they can. I believe Messrs. Hebbert and Company contracted against us both for the cloth, the garniture, and the making, and as we were successful, I presume that we were lower with the War Department for identically the same coat, and therefore how we can be lower than they

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in the details, that is to say, in the cloth and making, and how they can go and offer the tunic at 17*s.* 4*d.*, I cannot conceive.

8022. You believe that they have tendered a different price for the marines than for the line?—They must have done.

8023. Mr. *Brown Westhead.*] Are the Committee to understand you that the cloth was lower in Messrs. Dolan's case, but the price of the tunic was higher?—No; I say that we contracted, and I believe that Messrs. Hebbert contracted at the same time; both for the cloth; when there was a contract for red cloth they tendered, and we did, and we were successful; I therefore assume that we were lower. They contracted for making up afterwards, and we contracted; we were successful, and they were unsuccessful, therefore it is fair to assume that we were cheaper than they were; if we were below them, when you take the two things separately, when it amounts to 20*s.* 7*d.* I cannot conceive how anybody who had been unsuccessful when tendering against us in the details, could go and offer to the Government the same tunic at 17*s.* 4*d.*

8024. Mr. *T. G. Baring.*] When the old tunic was in use, at what price did you contract with the colonels for it?—It was from 20*s.* to 20*s.* 6*d.*

8025. Do you know what Messrs. Hebbert tendered for?—I believe about the same price.

8026. Do you know whether the present marine tunic is a more expensive article than the old line tunic?—The present marine tunic is at least 4*s.* 6*d.* more expensive than the old line tunic.

8027. Colonel *Gilpin.*] Did you say just now that the cloth for the marines and for the line was the same?—Yes.

8028. Mr. *T. G. Baring.*] The price of the old line tunic was a credit price?—The utmost credit for the old line tunic would be a year and a half; I should take off 7½ per cent. to compare it with the price of the marine tunic.

8029. What was the cash price of the old tunic?—If you take off 1*s.* 6*d.*, that would make the cash price of the old tunic about 18*s.* 6*d.* to 19*s.*

8030. If that is the case, the present price at which Messrs. Hebbert supply the marine tunic is considerably less than the price for which they used to supply the old line tunic?—I believe their cash price for the old tunic was 18*s.* 6*d.*, and they are tendering for the marine tunic, that costs them 4*s.* 6*d.* more than the old tunic did, at a less price, namely, at 17*s.* 4*d.*

8031. Take the jacket that Messrs. Hebbert supply at 5*s.* 5½*d.* in material, and 5*s.* 7*d.* made up, what is the quantity of kersey required for a jacket?—In this scale it is very nearly one yard four inches; it is 27 yards 18 inches for 25 jackets; not quite one yard four inches.

8032. Mr. Crocker says he saves 15 per cent. on all the materials; in order to do that, he would have to cut the jacket out of 34 inches?—Yes.

8033. Is that possible?—He could not get the old jacket, which was in use by the line, out of less than 34 inches, and this jacket is four inches longer than the ordinary jacket, and comes down to the hips.

8034. Do you think there is any saving to be got out of one yard four inches?—I am sure there is none.

8035. How do you account for the small difference of 1½*d.* between the price tendered in the material, and when made up?—I cannot account for that, except that it is a mistake.

8036. You think that the prices were tendered without proper consideration?—I cannot say exactly; I think Mr. Crocker's statement is perhaps the key to it; he supposed that he could save 15 per cent. out of those quantities; if he could do the clothing according to the scale, and save 15 per cent., I can imagine that he could do it at something about the prices that he has tendered.

8037. From your experience, you must know perfectly well what can or can not be saved?—I join issue with him on that point; I say positively that he cannot; if there is any doubt, it would not be a bad plan to let the question be submitted to the commissary of clothing at Woolwich, and let him lay down the patterns as specified here, and let us see whether the thing can be done.

8038. With respect to trousers, I find that Messrs. Hebbert tendered to supply, or rather contracted to supply, materials at 7*s.* 1*d.*, and Messrs. Hebbert contract to supply them made up at 7*s.* 3*d.*, allowing 2*d.* a pair making up?—The price of making is at least 10*d.*; there ought to be that difference.

8039. Can anything be saved in the trousers?—I am sure it cannot; that is a curious point, and it can be demonstrated; it is physically impossible.

8040. If

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8040. If you take the middle sized trousers at 5 feet 10 inches, what is the length of the side seam?—48¾ inches.

8041. Is there a turn up of one and a half inches at the bottom?—Yes, the total length in one piece is 50¼ inches.

8042. What is the length behind?—About three or four inches more; about 53½; they are cut along the length, and not across the cloth, and the cloth is only 54 inches wide.

8043. And the allowance in material is 51 inches to a pair of trousers?—Yes.

8044. Deducting that 15 per cent., what would the quantity be?—It would reduce the quantity of cloth to 43⅜ inches.

8045. How could he cut the length of 50 inches out of 43⅜?—I hold in my hands the patterns of the marine trousers, reduced by four, that is to say, the patterns here are measured by the scale, and they are one-fourth of the size of the proper patterns; I have marked one pattern blue. (*A scale of diagrams was handed in.*)

8046. You have supplied clothing to the marines under your former contracts?—Yes, for three and a half years.

8047. You also tendered when Messrs. Hibbert obtained the contract on the last occasion?—Yes, we did.

8048. Did you make yourself acquainted with the terms of the contract when you sent in your tender?—I did; the conditions were identically the same as under the former contract.

8049. There was a change in the patterns, was there not?—The tunic and the jacket were altered, but the trousers remained the same, with the exception of the improved quality of the stripe; the rest of the trousers were the same identically.

8050. But the red cloth for the tunic was finer and lighter?—Yes; drummer's cloth, instead of the old regulation cloth; there was no comparison.

8051. With regard to the white kersey, how was that?—When we had the contract there was no weight at all on the patterns, it was assumed to be 1 lb. 11 oz. per yard, at 30 yards, and we had to give weight for the extra inches, to take the cloth for the Marine Department at 37 inches, and they require the weight for 36 inches to the yard measure.

8052. Thirty-seven inches is the custom of the wool trade?—Yes; you have to give for 30 yards 30 inches.

8053. And that is so specified in the contract?—Yes.

8054. Have you many rejections under your contract?—Not very numerous.

8055. Had you a rejection of some great coats on one occasion?—Yes, we had; but they were rejected, I believe, for the colour. We have not often had rejections for quality; it has been chiefly for colour and defective workmanship.

8056. Do you attend at Deptford?—My father usually attended.

8057. Was he present during the inspections?—Never, but always in attendance in the store. I believe there are two rooms; he was in one and the decision was notified to him verbally, generally by the president of the committee; he was not present when any question was discussed.

8058. Colonel *Gilpin.*] Was he not occasionally called in?—Yes.

8059. Mr. *T. G. Baring.*] After the inspection was over, was there any difficulty raised as to any explanation if he wished it?—No. If any question arose he was always allowed to come in; they would call him in and ask him what he had to say, and hear his evidence. He would retire, and a decision was come to in his absence, and the result communicated to him.

8060. If Mr. Bryan has stated, at 7324, that the contractors were not allowed to be present in that way in the next room, to give an explanation, it is not the fact?—No, it is contrary to the fact, so far as I know.

8061. *Chairman.*] Is you father in London?—Yes, he is; but I answer on behalf of our house.

8062. Mr. *T. G. Baring.*] With respect to your general opinion of the manner in which the Board of officers have carried on their duties at Deptford, have you any reason to complain?—No, we are perfectly satisfied with their decision; and we are prepared to admit, that whenever a rejection did take place, we believe that there were sufficient grounds for what was done.

8063. Did you ever remonstrate against any rejections that took place?—We have not; during the war we occasionally had very large supplies to furnish, and sometimes

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sometimes circumstances arose which we thought justified us; at least that is on another point; but with reference to rejections and fines, we never did remonstrate against any decision. We signed a contract, agreeing to bind ourselves by what the marine officers decided; therefore we had no grounds for complaint.

8064. You took the contract knowing that their decision was final?—Yes.

8065. Having done that, you had no right to appeal from their decision?—We had none.

8066. You were bound to abide by the terms of the contract?—Yes.

8067. Do you consider that the Board is capable of forming a correct opinion upon the matter?—I think, as far as they were cognizant, or as far as any woollen supplies can be tested by the system of inspection of the marine officers, they are a very good Board, and they certainly could form a good opinion as to questions of weight and colour and make, whether the cloth was the same colour as the pattern, whether it was spun as finely, and whether it was up to the weight in the contract.

8068. With respect to the quality?—They could only judge by comparison. I think, as far as Boards usually go, they were fair judges of quality; they saw a good deal of cloth pass through their hands, the peculiar cloth which the marines use.

8069. And they have seen it in wear?—Yes, they have; and they were as good judges as perhaps could be obtained; they had opportunities of seeing it worn.

8070. Colonel *Gilpin.*] How?—As the cloth was worn by the marines, they were the inspectors, and they afterwards saw it worn.

8071. Mr. *T. G. Baring.*] It is stated that the foreman of the stores, whose name is Thomas Smith, has exercised undue influence over the decisions of the Board of Officers, and the plain and distinct inference drawn was, that that influence had been exercised against the present contractors, Messrs. Hebbert; and the other inference to be drawn from it is, that he in some way is biassed in favour of you, who were the late contractors. In your dealings with Mr. Smith, have you ever offered him or given him any fee, or gratuity or reward?—I beg to state that that was my object in addressing the Committee, to ask to be examined; we have neither directly nor indirectly given him, either by ourselves or by anyone else, any commission or per-centage, or promised him any gift at all.

8072. You distinctly deny the allegation?—Yes.

8073. Viscount *Duncan.*] You never entered into any arrangement with him of any sort?—We have never done so.

8074. Mr. *T. G. Baring.*] It has been stated in evidence, by Mr. Bryan, that his late partner, Mr. Peto, told him that he, Mr. Peto, had arranged to give Mr. Smith some per-centage or commission, the same as Messrs. Dolan had arranged; and that, it is stated, happened in January 1856. Can you state, of your own personal knowledge, whether any arrangement of any kind as to a per-centage or a commission has ever been entered into between you and Mr. Smith?—I say no.

8075. Can you answer on behalf of your firm?—Yes, I do.

8076. You say that the statement, if ever made, would have been untrue?—Yes.

8077. Do you believe, from your experience in the inspection of goods at Deptford, that Mr. Smith has the power of exercising any undue influence in the inspections?—I do not. We never suppose that Mr. Smith had any great or appreciable influence in passing or causing the rejection of clothing which was submitted for inspection. We always understood him to be the keeper of the stores. Of course, he might do contractors an injury if he pleased by neglecting them, or knocking the things about, so that they would not come in a good state before the committee, but not to have any weight as to the rejection or reception of the supplies.

8078. With regard to the master tailors, it has been stated also in evidence, by Mr. Bischoff, that he believed the master tailors were in the habit of making arrangements with the contractors for the disposal of surplus cloth, and that such arrangements would be in favour of former contractors and against his house who made no such arrangement. Can you state to the Committee whether you have had any arrangement with the master tailor at Woolwich for the reception of surplus cloth?—We have not; and I do say that I think Mr. Bischoff has done very wrong in bringing forward that statement unless he can offer proof; and I know that he cannot offer any proof that we have ever bought anything from any

master

master tailor. I presume, if he has said so, that somebody has told him so, and he ought to say who it is. I beg most emphatically to deny that we have ever taken back anything from any of the four master tailors, or any master tailor.

8079. If that is the case, it would be impossible that the master tailor could have any interest as to whether you or Messrs. Hebbert were the contractors?—I cannot conceive what interest he could have.

8080. Unless you have had some arrangement with him to take back any surplus?—We have no agreement of any sort.

8081. With respect to the examination, do you think that the system which has been explained to the Committee, and which is practically carried on at Deptford, namely, to examine a per-centage of the clothing of all kinds, is a fair one?—I think it is a very good system, because by means of that the officers who would otherwise be unable to go through the whole of the supplies (and it would be impossible for them to examine everything in detail) are enabled to take out the cloth or bundles of clothing from here and from there, and they can form a proper opinion of its goodness. I do not conceive that any contractor has any ground to complain, because it is a perfectly well understood thing. Every one knows beforehand the nature of the contracts, and how the marine inspections are conducted, and therefore, if a person tenders for a contract and obtains it, why he should object afterwards I cannot conceive.

8082. With respect to the system of accepting or rejecting the whole of a delivery, do you think that a contractor has a right to complain, if he sends in a mixed delivery, that it has all been rejected?—No; I think it is perfectly right. Why should a contractor say that he has a right to put in inferior articles; it is the duty of any inspectors to go through all his goods and pick out what are bad; but the contractor has no right to put bad goods in, and if he does they are rejected properly.

8083. The responsibility of sending in all the goods equal to pattern, should rest with the contractor?—Yes.

8084. It is his business to send the goods in equal to the pattern?—Yes.

8085. If the Board of examining officers were required to go through every article, and to compare the quality of each particular article with the pattern, that would be imposing upon them a duty which the contractor himself ought to perform?—Yes; and besides that, there is this great objection to those examinations in detail, that no gentleman will undertake the actual labour, the manual and physical labour of going through a large supply. And the advantage of having the per-centage examination is this, that there are gentlemen, officers in the Marines, whose characters are above suspicion, and you have their inspection; otherwise if the thing is done not by them, there is always the danger that it will devolve upon inferior persons, and there would not be the same security to the contractor as there is under the present system.

8086. Will you explain what you mean by gentlemen not undertaking the labour of going through a large supply?—The quantity of clothing that we have sometimes had to supply at one inspection would be as much as, during the war, 16,000 suits. I cannot state how much the actual quantity of the material would be in them, but I should think 40,000 or 50,000 yards would not be too much; but how could the officers attempt to go through 40,000 or 50,000 yards? It is in evidence that they have to attend to other duties, besides the inspection of clothing, and if they were to attempt to examine 40,000 or 50,000 yards of cloth or other material, and to examine the buttons and all sorts of things, it would be impossible for them to attend to anything else.

8087. They would have to delegate that duty to sub-inspectors?—Yes; and I think that that would be objectionable.

8088. You are of opinion that the employment of persons in an inferior position to the officers who examine would be less satisfactory to the trade than employing the officers?—I think so.

8089. On account of its being supposed that persons in a lower position would be more open to undue influence?—Yes, that is my opinion.

8090. As a tradesman you would prefer the examination by a Board of officers, and in the way in which it is now conducted at Deptford, to a more detailed examination by persons in an inferior station?—I certainly should.

8091. With respect to the statement that has been made by Messrs. Hebbert, at Question 2349, "That a reference to the quality of our supplies has been made and opinions received from the former contractors," in a letter which they addressed

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addressed to the Admiralty, dated the 14th of May 1857, has any reference been made to your house by the examining officers at Deptford?—None whatever.

8092. Consequently the statement contained in Messrs. Hebbert's letter is not true?—No.

8093. No other person had a contract for clothing for the Marines immediately previous to Messrs. Hebbert?—Not since 1853.

8094. Lord *Claud Hamilton.*] Did not Messrs. Smith and Clark have a contract?—They were prior to 1853.

8095. Mr. *T. G. Baring.*] Consequently the statement, if correct at all, refers to some one who had been a contractor previously to 1853?—Yes, we have not been applied to in any way.

8096. I believe certain articles have been purchased from you to replace Messrs. Hebbert's rejections?—Yes.

8097. And those articles are subjected to reception or rejection by the committee, are they not?—Yes, on exactly the same conditions as the contractor for the clothing, with the exception of the clauses as to fines and penalties.

8098. It is a business transaction between you and the storekeeper?—Yes.

8099. The goods are supplied by you, but they will have to pass an inspection?—Yes.

8100. It has been stated in evidence by Mr. Biden, in answer to question 5520, "Who is supplying the clothing now that you were deficient in? Messrs. Dolan & Co.;" and he is asked, "Have you had any opportunity of ascertaining what the supplies were, or the prices paid for them? I know nothing about the price paid to Messrs. Dolan; I have seen some tunics that they are making now, and I have no hesitation in saying, that if they pass the inspection of the Board of officers at Deptford, it will be an act of great injustice to Messrs. Hebbert; they are not nearly so like as the tunics they rejected of Messrs. Hebbert & Co.;" and he afterwards says, "I speak of what I have seen Messrs. Dolan making now; they are in the workpeople's hands"?—Of course Mr. Biden may have seen work that is doing for the Marines, or he may not; I do not know; all I can say is, that I am not aware that any tunics have yet passed at Deptford. There are some tunics, nearly three-fourths of them done, and we have had no notice that we have passed; with regard to the quality, I deny the allegation, and I say that it is fully equal to the established patterns.

8101. Do you think that it would be an improvement in the system of Government contracts if an appeal were inserted as one of the provisions of the contract?—I think it would not; on public grounds, I think it would not; I think it would lead to a great deal of inconvenience; I think I never yet knew a contractor who was satisfied with the reasons for which his goods were received, and I think that a dishonest contractor would look to an appeal as affording him a second chance of passing his goods, and I think also, from experience, it would be found that they would always be able to bring forward people to speak to the quality of the goods, and there would be no end to the inconvenience.

8102. Do you think that an appeal would be any benefit to the honest contractor?—No, I think not. It is possible that sometimes the inspectors may be wrong in their decisions, but still I think that the benefit that the honest contractor would derive from having an appeal, would be counterbalanced by the injury that he would sustain through the dishonest contractor having a second chance of passing his goods, and I do not think that that would be good.

8103. With respect to white kersey, Mr. Turner has given evidence with respect to that; did Messrs. Turner supply white kersey to you under your late contract?—Nearly the whole of it.

8104. He stated in evidence, at Question 4082, that not 20 pieces of his supply were rejected in three years; was that the fact?—No; during the first nine months we returned 60 pieces to him.

8105. Therefore, if he stated that during three years he supplied Messrs. Dolan with kersey, and that he had heard no complaint of any consequence, that would not be the fact?—It would be contrary to the fact, and the case was stronger than I have stated it here. Many of the light pieces we did not return, but we used them for the militia regiments.

8106. You thought it very necessary to have a very strict examination of Messrs. Turner's kersey?—We examined and weighed every piece of it.

8107. You were not satisfied with examining 10 per cent. of it?—No.

8108. You thought that if you got kersey from another house, you ought to examine

examine every portion of it?—Yes, and there is this reason for that; there is a fine of 10 *l.* for every rejection, even if you are within the time.

8109. Viscount *Duncan.*] Do you weigh every piece?—Always.

8110. Mr. *T. G. Baring.*] Did you submit the pattern kersey?—Yes.

8111. It was part of Messrs. Turner's manufacture?—Yes, a heavy piece taken out of the last supply, one pound and 13 ounces per yard, of 36 inches.

8112. No weight was specified in your contract for the kersey?—No.

8113. You engaged with Messrs. Turner to make it one pound 11 ounces?—That was our estimate.

8114. You were not bound under the contract to supply it at any particular weight?—No.

8115. Under your arrangement of one pound 11 ounces, what would be the weight of a piece of kersey 30 yards long, at 37 inches per yard?—Thirty yards at 37 inches would be 52 pounds and half an ounce.

8116. Under the present contract, at one pound 13 ounces, what weight ought it to be?—Fifty-five pounds 14 ounces; that is to say, if it is 30 yards at 37 inches.

8117. Mr. Turner stated in a letter to Messrs. Hebbert, given at Question 3859, that all his pieces weighed full 54 pounds; if that was so, would not they have been properly rejected by the inspecting officer?—Yes, it was a mistake of Mr. Turner's; he reckoned his weight of 30 yards at one pound 11 ounces; it ought to be 30 yards at one pound and 13 ounces, instead of 30 yards 30 inches at one pound 13 ounces; 30 yards at one pound 11 ounces weigh 50 pounds 10 ounces; 30 yards 30 inches, 37 inches per yard, at one pound 11 ounces, weigh 52 pounds and half an ounce; 30 yards 36 inches at one pound 13 ounces, weigh 54 pounds six ounces; per piece of 30 yards 30 inches at one pound 13 ounces, weigh 55 pounds 14 ounces per piece.

8118. You mean that Mr. Turner having stated that those pieces weighed full 54 pounds, they would be about two pounds lighter than they should be, and therefore were justly rejected?—Yes.

8119. With regard to some evidence given by Mr. Clarkson, at Question 4418, about black grey cloth, have you at any time bought any private's Oxford mixture from Mr. William Clarkson, of Stanningley, near Leeds?—Never.

8120. Have you ever had any dealings with him?—Never.

8121. Have you ever bought any cloth of him?—Never.

8122. Do you know Messrs. Swaine & Company, of Leeds?—Yes.

8123. Have you ever bought any of that sort of cloth from them?—Never any Oxford mixture from them at all, excepting in one instance, when they sent us a single sample piece, but we never bought any cloth.

8124. Of no kind?—No Oxford mixture.

8125. If Mr. Clarkson has stated that you had purchased any Oxford mixture which was made by him, and that was supplied through Messrs. Swaine & Company, that is not correct?—No.

8126. Have you lately bought any Oxford mixture?—Yes, to supply Messrs. Hebbert's rejections.

8127. Who made that?—Messrs. Hainsworth & Sons.

8128. With that exception, have you bought any other supplies of Oxford mixture?—No.

8129. How do you know that Messrs. Hainsworth & Son did not obtain the Oxford mixture from Mr. William Clarkson?—When that statement was made, I wrote to Messrs. Hainsworth & Son this letter:—"97, St. Martin's-lane, W. C. London, 1 August 1857—Dear sirs; With reference to your statement to me verbally when in Leeds, that the Oxford mixture privates' cloth which you have lately supplied for service of the Royal Marines, was made solely and entirely by yourselves, and that you did not obtain it from any other manufacturer, I shall feel obliged if you will have the goodness to write a letter, addressing it to Messrs. Dolan & Co. at the above address, stating in writing the fact, as you have already given it to me in words. If you can also state truly that all the privates' Oxford mixture trousers cloth, whether regulation or for the Marines, was made by yourselves, and by no one else, it will be as well to say so. As there may also be some misapprehension as to the meaning of the word 'make,' if it be true, say that when you state you made the cloth in question, you mean that you manufactured it from the wool, and did not buy it in the bulk.—Yours faithfully. (signed) *L. Dolan.*" And in reply to that, we receive this: "Frisby, near Leeds, 3 August 1857—

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1857.—Messrs. Dolan & Co., Gentlemen; In reply to yours of the 1st of August, we beg most emphatically to say every piece we delivered to you, whether for the Royal Marines or the regulation service, we manufactured ourselves; from the first stage, buying the wool, to the delivering the goods to you; and we beg also most expressly to state, there was not an atom of anything but pure wool in, which we sincerely believe very few army manufacturers can say with truth; we challenge any one to say to the contrary; we never bought a single piece either directly or indirectly. We are your obedient servants, *John Hainsworth & Sons.*"

8130. Have you ever had a son of Mr. Smith's in your employ?—Never.

8131. It has been stated by Mr. Bischoff, on the authority of Mr. Bryan, at Question 5708, that Mr. Smith had a son in the employ of Messrs. Dolan?—He has never been in our employ; it is untrue.

8132. Do you recollect a circumstance that was mentioned by Mr. Ludlow, as to 20 gross of lace?—Yes. The fact was, that he brought to St. Martin's-lane one day a large quantity of lace, and he stated that he had bought it very cheap, because, as he supposed, it had been stolen from some of the Army clothiers, and asked what steps could be taken to stop it. I went down to Messrs. Hebbert's, and saw Mr. Bischoff there, and we consulted together, and then we sent for a detective from Scotland Yard, and the result was, that the lace for all the clothiers being furnished, we could not identify it as any particular person's property, and therefore we were unable to take any steps, but there was this intrinsic evidence, that it was not Marine lace. It happens that the Marine lace was done up in a different form (*some lace was produced*), the circular parcel being for the Line, and the oblong parcel for the Marines. If it had been done up in this form (the oblong form), we could have identified it as our own property, and have taken legal steps about it.

8133. You could not identify it?—No, as all the clothiers had their lace done up in this circular form.

8134. Viscount *Duncan.*] Did you find out whether it came from a Government Department?—It could not have come at that time; it must have come from a clothier's.

8135. Colonel *Gilpin.*] It was stolen property?—Yes, stolen from the tailor; it was the property of the clothier, not of the Government, when it was stolen; it was not from us; some clothier. A person in our place stated that he could not say whether it was Pearce's, Hebbert's, or ours.

8136. Mr. *T. G. Baring.*] Did you hear Mr. Smith's evidence on the last occasion?—Yes.

8137. Did you hear him speak as to the use of the expression "liberal" by Mr. Dolan, senior?—Yes.

8138. Have you any explanation to offer upon that?—My father does not recollect that conversation.

8139. Mr. Bischoff has stated, in answer to Question 5718, "Have you any reason to suppose in anyway that Messrs. Dolan have tampered with Mr. Smith? I cannot answer that question." He is then asked, "Have you any suspicion of the kind, further than that their goods were received better than yours? Messrs. Dolan had a contract for six years, I believe, previously to the present one, and I have heard that Mr. Dolan, or one of the firm, was constantly at Deptford, and that somehow or other they always got all their goods through." He is further asked, "Have you any reason further than that to believe it? No; I cannot say that Messrs. Dolan ever gave money, or did anything of the kind." Were any measures taken by you to pass your goods?—No; I believe the only thing was that we tried to make them fully equal to the pattern; those were the only steps that we took.

8140. You thought that was sufficient to enable you to pass the goods?—Yes.

Sabbati, 8° die Augusti, 1857.

MEMBERS PRESENT.

Colonel Boldero.	Colonel Gilpin.
Mr. T. G. Baring.	Lord Claud Hamilton.
General Codrington.	Sir Charles Napier.
Mr. Corry.	Mr. Philips.
Viscount Duncan.	Mr. Brown Westhead.

COLONEL BOLDERO, Esq., IN THE CHAIR.

Charles Bischoff, Esq., called in; and further Examined.

C. Bischoff, Esq.
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8141. Sir *Charles Napier.*] HAVE you passed any goods since the suspension of Mr. Smith?—I am not aware of the day when Mr. Smith was suspended.

8142. A fortnight ago?—It is within the last 10 days that we have had notice that our goods were passed.

8143. Have you passed any goods since the suspension of Mr. Smith?—Yes.

8144. Are they the same goods that were rejected?—The same character of goods.

8145. Were they the same goods that were rejected before?—No; the stockings were.

8146. Viscount *Duncan.*] Were you present at the passing of the goods?—No, we are not allowed to be there; we have had an official notice that the goods were passed.

8147. Mr. *T. G. Baring.*] You say that they were not the same goods?—Not the cloth; I have stated before that we do not send in the goods that have been once rejected, a second time.

Mr. *Benjamin Cross*, called in; and Examined.

Mr. B. Cross.

8148. *Chairman.*] YOU are a serjeant of Marines, are you not?—Yes.

8149. And you are also the master tailor at Plymouth?—I am.

8150. You keep a temperance hotel, and you are a dealer in cloth or clothing?—Yes.

8151. How long have you been in the marines?—Nearly 16 years.

8152. How long have you been a serjeant?—All the time; it was a special enlistment; I was a tailor before I went there.

8153. I suppose you enlisted for the expresss purpose of being made master tailor?—Yes, by Admiralty order.

8154. Have you always been stationed at Plymouth?—Always.

8155. The object of calling you before this Committee is to inquire into the system of clothing in the army and the marines, and we confine ourselves to the marines; whether the system is good or bad, is no fault of yours; but we wish to ascertain the truth. You, as master tailor, are entitled to certain perquisites; that is to say, if you have cloth over and above the suits that you are supposed to make out of it, the profit is yours?—Yes, that was the perfect undertaking when I took the situation; to make good all deficiences if there were any at any time, and I am bound by bond to do that.

8156. I am not aware that anything you will have to say will in any degree affect you; but this is a resolution which this Committee has passed: "The Chairman is requested to inform every witness who comes to give evidence that he will be protected if he shall upon such examination make a true and faithful state-

Mr. *B. Cross.*

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ment, and disclose, to the best of his knowledge, all matters and things to which he shall be examined;" that is your protection.

8157. Sir *Charles Napier.*] How long have you been at Plymouth?—Nearly 16 years.

8158. Do you keep an hotel there?—Yes.

8159. How long have you kept it?—Five years.

8160. You are a furnisher?—Yes; and army and navy outfitter besides, before I went to be master tailor; I have been about 19 years an outfitter.

8161. Do the Admiralty know that you keep a shop?—They are quite aware of it.

8162. Are you in the habit of receiving cloth from Deptford?—The quartermaster receives the cloth.

8163. The storekeeper at Deptford sends the cloth to the quartermaster at Plymouth?—Yes.

8164. And he serves it out to you?—I draw it as I require it.

8165. Mr. *T. G. Baring.*] The quartermaster receives it from the storekeeper?—Yes.

8166. Sir *Charles Napier.*] You do not correspond with the storekeeper?—Never.

8167. Do you correspond with anybody at Deptford?—I and Smith are very friendly; I have known him for many years.

8168. Do you correspond with him upon the business of your department?—No; I correspond very little with him; I call to see him when I come to London; generally every year.

8169. You do not correspond with him about business, or about the cloth?—No; our correspondence is very little.

8170. Do you ever write to him about cloth?—I have written to him since the new contracts came in.

8171. Viscount *Duncan.*] Since what period?—About Christmas last.

8172. Sir *Charles Napier.*] Do you cut out the cloth?—Yes.

8173. When you are supplied with it, do you send a demand for it to the storekeeper?—No; the quartermaster does.

8174. He gives it to you?—Yes.

8175. Supposing you made the clothing for 100 men, you demand the necessary quantity?—Yes.

8176. How much cloth on the average, after you have clothed those 100 men, is there to spare?—That would depend upon the run of the men; since the war the standard has been reduced very much; before that the standard was high, so there is more since the war than there was before.

8177. Since the war, how much has there been?—Perhaps two inches on a garment.

8178. Supposing you have to clothe 100 men, how many yards would there be?—I never measure the exact number; I can only tell one garment.

8179. If you get cloth to cut out for 100 men, you know what remains afterwards?—I do not know; I have not taken the trouble to measure it; I am constantly cutting, and the leavings are left till it gets into a bulk.

8180. *Chairman.*] How much cloth do you receive for the tunic of each man?—A yard and a half.

8181. How much does it take to make a tunic?—The average quantity is about one yard and 16 or 17 inches, on the average.

8182. Sir *Charles Napier.*] Have you any correspondence with the master tailors at the other ports?—When any alteration has taken place I correspond with them.

8183. Have you ever corresponded about the quantity of cloth that they save?—No, never; I never corresponded as to any quantities; I have asked them if they have got any cloth; I am in the habit of purchasing.

8184. Do you purchase cloth from the whole of the master tailors?—I have once: I purchased only once since the war.

8185. What quantity did you purchase from them?—I cannot tell from memory whether 50 yards or 60 yards; my clerk does all my business in it; not knowing that I should require it, I cannot tell; I keep a regular establishment outside; I know scarcely anything at all.

8186. Do

8186. Do they send it to Plymouth to you?—Yes.

8187. Before the war how much did you buy?—Very trifling.

8188. Ever since you have been at Plymouth how much have you purchased?—Not keeping those accounts myself (my business is rather extensive at times) I do not know; If I had known that I was coming here I would have brought statements with me.

8189. Have you purchased 100 yards?—Yes.

8190. Have you purchased 500 yards?—No.

8191. Not since you have been master tailor at Plymouth?—No.

8192. You do not know how many yards?—I do not from memory; I do not manage that part of the business.

8193. Have you ever sent any cloth in the empties to Mr. Smith?—Many years ago I sent a little.

8194. How much did you send?—I really cannot tell; a very little quantity; I asked him to get it exchanged for me.

8195. *Chairman.*] What is meant by empties?—We have to return some obsolete stores and change them; many years ago I believe I asked Mr. Smith to get some white cloth exchanged for some other.

8196. Sir *Charles Napier.*] Have you sent cloth to Mr. Smith in the empties?—Yes, many years ago.

8197. Have you sent any lately?—Not for many years.

8198. Have you had any conversations with Mr. Smith since the Committee has been sitting?—I did not know that it was sitting.

9199. Have you had any conversation with him at all?—Not at all.

8200. When were you summoned?—Last night.

8201. How long have you been in town?—I came on Sunday morning.

8202. Have you had any conversation with Mr. Smith or anybody else relative to the evidence which you were to give?—Nobody but Messrs. Hebbert, who told me that I should be summond.

8203. With no one else?—No; I was taken by perfect surprise here.

8204. You state that you only sent cloth to Mr. Smith once?—Yes, and that was many years ago.

8205. You have sent none lately whatever?—No.

8206. Was that ten years ago?—I think eight or nine years ago, speaking from memory.

8207. Have you sold any cloth lately?—No.

8208. None at all?—I sold some white kersey lately.

8209. How much?—That I cannot tell from memory; I sold it to a party in Bristol.

8210. What was paid for it?—Three shillings a yard.

8211. How much was that under the market price?—I am not aware; I never bought a bit of it in my life; I never furnished anything with it; it is not supplied to the army; my furnishing is entirely clothes to the army.

8212. Are you a contractor?—Yes, but not for white cloth.

8213. Did you ever contract with the Government?—No.

8214. Have you not sold any cloth lately in London?—None; I was up about selling cloth, as I had a large quantity at the close of the war; I was a large purchaser, and I have had no chance and no prospect of selling it.

8215. Have you not sold any spare cloth that you saved?—None, at the present moment.

8216. *Chairman.*] Have you any for sale?—Yes.

8217. Sir *Charles Napier.*] How much?—I suppose that I had 900 yards, with the savings.

8218. But of the savings, how much?—That I cannot say. It is mixed. My business is mixed so together; but if I had known that I had to give any evidence of this kind, I could have taken pains to give it.

8219. If you get cloth supplied to you, to make tunics for 100 men, how many will it make for?—I should think, on the average, it would give four or five tunics over, the men running smaller.

8220. Not 15 over?—No.

8221. Do you supply caps too?—I supply caps.

8222. Is there a head for each cap; or are there more caps given than are worn?—My caps are always purchased from me privately.

8223. By the Government?—No; I never supplied any to the Government.

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I supply nothing to the Government, unless for militia regiments; they are not for the marines.

8224. You supply nothing to the Admiralty for the marines?—Not any military things to the Admiralty; but I have other things. I have just been supplying the Government with articles for the chapel; gold things for the altar-piece; for which my bill was 40*l.* and odd.

8225. Not clothing?—No.

8226. What was the gross amount that you received for the white kersey?—I cannot tell; my accounts are kept by a clerk.

8227. Viscount *Duncan.*] About how much was the quantity?—It may have been 100 or 150 yards.

8228. Sir *Charles Napier.*] Have you had any disagreement with Mr. Smith lately?—I wrote a letter to him since the new contract came out, about the quantity supplied.

8229. Have you had any disagreement with him about your perquisites?—I can hardly call it a disagreement; we have had a correspondence on the subject.

8230. Have you any disagreement with him about your perquisites?—I told him, when the new contract was entered into, that there was too much cut off from the coat from the last contract, and unless I had a full supply of 37 inches, according to the cloth trade, I could not make it do.

8231. Have you had any disagreement with him about your perquisites?—Only in that shape.

8232. Did he ever share in your perquisites?—No.

8233. Have you anything to do with the other tailors; is there a bargain that they are to send all their cloth to you, and that you are to have the sale of it?—No; the bargain that I made with the other tailors was as to the white kersey; as I found there was no market for many years I could sell theirs for them; that is the cloth that I referred to since the war, if they sent it to me.

8234. Are they merchants?—They are all in business.

8235. Have you never collected together the savings of the other tailors, and sent them in the empties up to London?—Never.

8236. Lord *Claud Hamilton.*] On what business did you come to town on this occasion?—Principally to sell my cloth that I had left on my hands from the sudden termination of the war; I kept a large stock, supplying two militia regiments.

8237. You were not aware that this Committee was sitting?—Not in the least.

8238. Perhaps you feel rather annoyed at being called upon to give evidence?—I did not think it right that Messrs. Hebbert should make use of what I told them; I did not conceive it right that I should be called here, for I was not aware of anything of the sort.

8239. I felt it my duty to see that you were summoned here, and you are not in the least to consider that you were summoned here in order that fault might be found with anything that you have done; but, as a great public inquiry is going on, the Committee wish to ascertain from you those matters which they could not learn unless they had some one of your experience before them; they are only anxious to learn the truth?—I am quite ready to give every information that I am in possession of, and all my transactions are perfectly clear with regard to anything that I have to do with the officers.

8240. Mr. *T. G. Baring.*] You are here to answer any questions that are put to you?—Yes.

8241. Lord *Claud Hamilton.*] I wish to understand whether, when you first undertook the duties of master tailor you were not informed by competent authority that you were entitled to certain perquisites?—Yes.

8242. Do you object to mention who it was?—Colonel Hawker, who is now at Plymouth in command of a party going, that is, to China; he was then the quartermaster at Plymouth, whom I received the situation from, and to whom I gave a bond at that time.

8243. When you undertook this duty you understood from that gentleman that you were entitled to certain perquisites?—Yes.

8244. Those perquisites are what you have been in the habit of using?—Yes.

8245. *Chairman.*] The same system exists at each divisional station of the Royal Marines, does it not?—I believe they are under the same engagements; we are obliged to keep persons employed; there is more work than one man can do,

do, and sometimes more than two men can; and we pay for the labour out of the income of the situation.

8246. Lord *Claud Hamilton.*] What is your income?—The real income from the corps is about 120*l.* a year, on the average for the year, from the cutting and the serjeant's pay.

8247. Viscount *Duncan.*] Does that include perquisites?—No; that cuts between 9,000 and 10,000 garments a year.

8248. Lord *Claud Hamilton.*] You have your pay as a serjeant?—That includes the whole.

8249. *Chairman.*] Have you any men allowed you from the marine corps to assist you?—A labourer, that is all.

8250. Lord *Claud Hamilton.*] You commenced your business there with the clear understanding that you were to enjoy those perquisites?—Yes; the labourer cleans the shop and lights the fires.

8251. You carry on, independently of that, a private trade of your own?—Yes.

8252. As army and navy clothier?—Yes.

8253. You are aware that the materials, the cloth, &c., for marine clothing are issued to you from the stores at Deptford?—Yes, I am quite aware of that.

8254. I understood you to say in a previous answer that you apply through the quartermaster at Plymouth for such supplies as you require?—Yes.

8255. You, when you require a supply of cloth, make your requisitions through the quartermaster, at Plymouth?—Yes.

8256. Do you know to whom he applies?—I think to the Marine Office, in London, and I think from there to the storekeeper at Deptford.

8257. You do not know whether any communication or requisition goes through Mr. Smith's hands, the foreman of the stores at Deptford?—No; I should not think that anything goes through him.

8258. Have you got with you, or do you carry in your mind, the terms of the printed contract in which the quantity of each description of cloth allowed by the Government for a tunic trousers, &c., is set forth?—Yes, in the garment; I cannot in bulk. It is a yard and a half for a tunic, a yard and 13 inches for trousers, a yard and four inches for white jackets and shell jackets.

8259. General *Codrington.*] For all sizes?—Yes, they are averaged; about five feet nine is about the average.

8260. *Chairman.*] That has been in existence a great many years?—They have been continually altering ever since I have been there; sometimes it is more and sometimes less; I do not know how it is made out in London. In some cases I get less, and I am obliged to make it good.

8261. Mr. *T. G. Baring.*] There was an alteration, was there not, in the new tunic?—Yes, six inches taken off; I made application for it several times, and never could get it, and I was obliged to make good the deficiency.

8262. Lord *Claud Hamilton.*] Are these measurements for the average; do they include all large averages?—Yes.

8263. Small and large?—Yes.

8264. Is it not stated in those contracts that the measurements of the woollen cloths are to be according to the custom of the trade?—Yes.

8265. What do you understand by the custom of the trade?—That we get 37 inches to a yard full, and there is a surplus over that on every yard that is supplied, which, in the cloth trade, is termed five per cent. over that measurement. In the West of England trade it does not run that; but in Yorkshire goods they do not profess to give it, but they give more than the 37 inches.

8266. In the supplies sent to you, do you receive full 37 inches?—I receive 36.

8267. Then you do not receive it in measurement, according to the custom of the trade?—No.

8268. You neither get the extra inch to the yard, nor a surplus?—No; I get strictly 36 inches.

8269. You are quite distinct upon that subject?—Yes.

9270. Have you ever had any communication with any of the authorities, or with the persons through whom the cloth comes, on the subject of your not getting the full measure?—I wrote to Mr. Smith on that very subject, and on no other.

8271. You have had a correspondence with Mr. Smith on this subject?—Yes.

8272. Can you state about the date of that?—I think it was about Christmas last.

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8273. I suppose you can produce that letter of yours?—I thought that I had the letter, but I find that I have not. It was about Christmas, I think.

8274. You will be able, perhaps, to furnish the Committee with that letter and the answer?—I am not certain whether the letter is kept.

8275. Why did you address this letter to Mr. Smith?—I knew that the new diagrams or scales took off six inches from the coat, and only reduced the coat two inches in length; and I said, that unless I had the full measurement I was certain I could not make the quantities run out, and, according to my agreement, I should have to make all the deficiencies good.

8276. Why did you make this application to Mr. Smith?—Because I knew that the quantities were given in 37 inches.

8277. I understood you to say that you did not name it to Mr. Smith as the party through whom the requisitions went; why did you address to Mr. Smith a complaint as to the short allowance; it was not to Mr. Smith that you applied for the supply?—No; because if I could have got a regular supply I did not want to make any official reports, as there is a great deal of correspondence takes place in the measurement committees, and I thought, if I could do it by letter to the party who had the measurement of those things, the matter would have been ended; and if I could not have done it through him I must have applied officially.

8278. You considered that Mr. Smith was the person who could give full measure or short measure?—Yes.

8279. Therefore, if there was a deficiency, he was the party from whom the deficiency arose?—That was my impression.

8280. Will you state what was the nature of his explanation?—The explanation was, that if I found the quantities insufficient that were allowed by the Government I must make my report to the proper quarter.

8281. He must have been aware when he wrote that, that the amount supplied to the Government was at the rate of 37 inches to the yard?—I presume that he did; and I stated that in my letter.

8282. Therefore in his answer he took no notice of that, but wished you to apply to the proper authorities, as if you had not had a sufficient supply, but he did not tell you state in that application that your complaint arose from your wanting the one inch?—No; it was evaded altogether.

8283. That was evaded by Mr. Smith?—Yes.

8284. *Chairman.*] Does the tunic of this year require more or less cloth than that of last year?—Less, being two inches shorter.

8285. You had the tunic of last year, and the tunic of this year, but the form and shape are altered?—Yes; the difference between the last and the present contract is about six inches less allowed to me.

8286. Mr. *Brown Westhead.*] But the tunic is two inches shorter?—Yes.

8287. The quantity is six inches less?—Yes.

8288. Mr. *T. G. Baring.*] Is it not single-breasted instead of double?—Yes.

8289. *Chairman.*] If it has been stated that there is more cloth required to make the tunic of the present year than that of the last, that statement is erroneous?—Yes.

8290. Lord *Claud Hamilton.*] As there is a difference in the tunic, is there not a difference in the allowance made by the Government to those who make up the clothing?—I do not know anything about what the Government allows; that does not come in my department; I should state that the clothing that the Government makes up here in London is always too short and too small for the men; those who have been to sea know that there is always a great complaint, and they have been trying for years to alter the system of it.

8291. Did you have any further communication after you received this reply from Mr. Smith, the subject of his stopping this inch from you?—I had a communication somewhere about a month ago with him, and I told him then, that I positively should make a complaint unless the system was altered.

8292. General *Codrington.*] Were those private letters?—Partly private letters.

8293. Sir *Charles Napier.*] But on business?—Yes, on this particular business; on nothing else.

8294. Lord *Claud Hamilton.*] When you say that it was a private letter, it was a letter that you had to write upon the public business that you were carrying on for the Government, and you addressed it to a public officer?—No, I wrote it to his private lodgings.

8295. But

8295. But to a public officer?—Yes.

8296. Therefore it can hardly be called a private communication?—I hardly thought that I was supposed to correspond with him on the quantities, unless it was private.

8297. You wanted to make a complaint; you wanted to get the evil remedied, and you did not like to write an official letter for fear of giving offence to the party whom you addressed, and therefore you thought that the better way would be to write privately?—Yes.

8298. Still the matter was connected with public business?—Yes.

8299. Should you be able to produce to the Committee these letters?—I am not certain; I will look; I shall have to go to Plymouth for them.

8300. Have you had any communication since a month ago with Mr. Smith?—No.

8301. By letter?—I received an answer to say that he was exceedingly busy; that we should not fall out, and that he would rectify any evil that existed, if I would state what it was, as to the measurements.

8302. Was that the end to your correspondence?—Yes, that was the last.

8303. Did he subsequently give you the inch as to which you had the dispute?—No; I did not demand it. These letters coming close one upon the other, I have never had any supply; it was one of the former supplies that my letter referred to, not to the past.

8304. Have you had any personal communication with Mr. Smith since that?—None; I have not seen him, before I saw him to-day in this committee-room for 12 months or two years.

8305. Will you explain to the Committee why, you being aware what your full measurement should be, allowed any one to retain this one inch, instead of its being forwarded to you?—The past supply was so ample to me that I did not feel disposed to make any official communication, which would have caused a great deal of stir on the subject; I was satisfied with what I had, but being cut so close as I am now, I felt bound to protect myself by making this application.

8306. This inch represents something like four per cent.?—Yes; I take it in a business way; if I take 100 yards, that would be 100 inches; I call that five per cent. on the measurement.

8307. Because you include the surplus as well?—Yes; I do not take it per inch, but I take 5 per cent., 100 inches on 100 yards; we take the cloth trade in that way; I am now calculating on the cloth trade.

8308. Did you consider that the allowance of cloth made to you by the Government for making up the clothing was so liberal that you could afford to allow Mr. Smith to retain for his own perquisite three or four per cent. of that quantity?—In the last contracts they did, not on the present.

8309. During the time of that contract you conceived, and, in fact, you knew, that Mr. Smith was enjoying this perquisite?—Yes.

8310. You are quite distinct upon that?—Yes, because I know the cloth trade so well, and I am certain of it; having the printed diagram sent to me with every contract, I know what the terms are.

8311. You are also acquainted with the practices of other master tailors; is it not your belief that he has enjoyed this perquisite from other parties?—I suppose so, but I have never corresponded with the master tailors on the subject; I confine myself to myself, and Smith with himself; I do no wish to interfere with any person else.

8312. Is it your impression from the communications which you have had with the trade, that that is generally conceived to be the case?—I suppose that it would be the case; I have no doubt on my mind of it.

8313. Can you inform the Committee how Mr. Smith disposes of those perquisites which he receives?—I have not the least idea whatever.

8314. If it was delivered by the contractor into the Deptford stores, and was not forwarded to you in order to benefit Mr. Smith, there must necessarily be a short delivery in subsequent orders from the contractor?—I cannot conceive how it could be done else. I cannot speak from any knowledge.

8315. Mr. *Philips.*] Did the piece of cloth come down to you in the same way as it came from the manufacturer?—No.

8316. Lord *Claud Hamilton.*] Your idea is, that to benefit Mr. Smith by this arrangement, there must be short supplies sent in by the contractor?—I cannot speak

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speak upon that subject; not interesting myself as to how it was made away with, I cannot offer any opinion on the subject.

8317. You have not heard that that is the way?—No, I never had a hint of any sort whatever. I did not presume to ask such a question. If I did, I should get an answer that would not be very satisfactory.

8318. Have you any reason to believe that Mr. Smith made any perquisites out of the delivery of cloths from the contractors?—No; no reason whatever.

8319. You have stated, I think, that you do not like to remonstrate with the superior officers, from the feeling that you did not like to make much fuss about it?—Yes.

8320. As long as you were not a very great loser, you submitted?—Yes, I submitted.

8321. But at last they so altered the terms that you found that you could not afford to let Mr. Smith have those perquisites any longer?—I thought it my duty then to demand full measurement, believing at that time that I should be compelled to take full measurement to make into a tunic.

8322. In fact, before you made this remonstrance, you considered that the Government allowance was sufficiently ample to enable both you and Mr. Smith to make a profit out of it?—I did not calculate Mr. Smith in it, as I conceived he had no business with that.

8323. There was sufficient after he had his perquisite to pay you?—Yes.

8324. Therefore you did not feel it a part of your duty to get into trouble with the authorities about it?—No.

8325. That, and not from any collusion of yours with Mr. Smith, was the reason why you did not remonstrate?—Yes.

8326. But during the whole time you were aware that this practice existed?—Quite certain of it; I know the trade so well, having printed diagrams sent to me with every contract; they are always sent. I was quite conscious we should always have 37.

8327. I think you stated that you never had any communications with the other master tailors, and therefore you cannot state whether they are also aware of this practice?—No; I never mentioned it to one of them.

8328. Do you conceive, from your knowledge of the communications that pass between Mr. Smith and the contractors, that this system could have been carried on without the contractors being aware of it?—I cannot answer that question, I have no idea how it passed away. I cannot form any judgment whatever on the subject.

8329. From your knowledge of the way in which cloth is sent into store and taken out, is it not clear that if a short delivery was to be supplied from what was already in store, the contractor must be aware of it, because he must give in a delivery note of the full amount?—It could easily be done no doubt, but whether it was done in this case, I am not in a position to say.

8330. With regard to the white kerseys for privates' jackets, there is a considerable quantity consumed in the year?—About 2,000 garments in the year for the privates' jackets.

8331. Mr. *T. G. Baring.*] At Plymouth?—Yes; I think our last year's supply was about 2,000.

8332. *Chairman.*] Is that the strength of the marine corps at Plymouth?—No, I think we are 3,000; the others are at sea.

8333. Colonel *Gilpin.*] Is that for one division?—Yes; I refer entirely to my own division throughout the Plymouth division.

8334. Lord *Claud Hamilton.*] The Committee have had evidence before them by Mr. Crocker, in answer to Question 5416, that white kersey is supplied in pieces of 30 yards each nominally, but that they actually measure from 31 yards to 32 yards of 36 inches to the yard; is that your experience?—My experience is in measuring the whole right through; if I got 31½ in a piece, I should have it deducted in the next piece; the remainder would be taken off, I should only get bare quantity. In the last contract we always had a yard allowed for each jacket. I cannot say what they run to exactly, they run about 30 to 31. I cannot say exactly to an inch.

8335. What number of inches to a yard are supplied in this article?—Thirty-six. That refers to all the cloth.

8336. Ought it to come under the measurement of the trade?—Yes.

8337. Therefore

8337. Therefore the same remark as to the inch applies?—Yes, as to the white.

8338. Colonel *Gilpin.*] Is it not the custom of the trade that it should be 37 inches?—Yes; I never bought a yard of white kersey from the manufacturer since I have been in business.

8339. Lord *Claud Hamilton.*] White kersey is sent at 36 inches to the yard without any surplus?—Yes.

8340. Not being in accordance with the measurement of the trade?—No.

8341. When those pieces therefore are sent to you, they do not come up in length to what you are supposed to receive?—They are always measured to me at the rate of 36 inches to the yard. I know the cloth sometimes may run half a yard more; the pieces are always supplied to me according to the net 36.

8342. You receive them as if they were 37?—Yes.

8343. You give a return as if you received the full amount?—I give no returns; they are supplied to me in so many suits, and I am expected to make so many suits out of it, and all the suits it will make are required from my hands.

8344. Viscount *Duncan.*] Who supplies you?—The quartermaster, and he would give a return; they are packed in bales of fifties.

8345. Lord *Claud Hamilton.*] Do you know how the contractors invoice their supplies to Deptford?—No, I do not know.

8346. Have you ever heard what the custom of the trade is as to that?—Only from Messrs. Hebbert & Company.

8347. Can you state what you have heard?—I asked the question distinctly; it was my business to ask particularly what the supply was.

8348. What was the answer that you received?—That they supplied 37 inches to the yard; that was my object in being introduced to them before I made an official complaint, so as to be sure if I did not receive the future supply.

8349. General *Codrington.*] Are you speaking of scarlet?—All cloths, including kerseys; 37 refers to everything.

8350. Lord *Claud Hamilton.*] I understand you to believe that Mr. Smith appropriates the difference in this as in other cloth for his own advantage?—Yes.

8351. Notwithstanding this short measure that you receive?—Yes.

8352. Notwithstanding this deduction of an inch in a yard, I imagine you still have a sufficient surplus left, have you not, to make some profit?—It makes some profit, but it runs very close; if the men were at the full standard, which on the peace establishment would be five feet eight, then we should be running close, supposing 36 inches to the yard.

8353. This surplus is the profit or the perquisite which you were given to understand was to belong to you?—Yes.

8354. Have you lately sold a surplus of this kind to any amount?—I have sold the surplus of many years lately; I never had an opportunity of selling white cloth, it not being wanted for many years.

8355. You made a large sale at Leeds, did you not?—Yes, many years' surplus.

8356. Are you not also an outfitter yourself?—Yes.

8357. Cannot you work up that cloth?—Not an inch of it; it is not used in the army at all.

8358. Did you ever in any of those sales make Mr. Smith the agent for conducting the sale?—Some years ago, I think it was, I asked him to get a contractor to exchange some white for some red, and I would give him something for his trouble.

8359. He was the medium by which the white cloth was exchanged?—Yes, many years ago.

8360. He held the same office then that he does now?—Yes; I asked him to exchange it for me; I remember it was an exchange, but it passed off my mind; it was an exchange of one colour for the other, the one not being of any service to me; and I knew that a contractor could work it up if he could get one colour for the other; I thought it could be done, and on one occasion he did it for me.

8361. Did you imagine that he exchanged it for material that he had of his own?—No; I asked to have it exchanged with a contractor.

8362. But you made the application through Mr. Smith?—Yes.

 8363. You

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8363. You, of course, forwarded those articles, or this kersey, to him?—I did, at that time.

8364. Will you state how you forwarded it?—I think there were some obsolete stores at that time returned; I packed it with them in the empties. I think there was a change of uniforms, and we have always got to draw certain things and return certain things, but it is so many years ago.

8365. General *Codrington.*] How many?—I should think seven or eight years ago.

8366. Viscount *Duncan.*] It was the same transaction you referred to before?—Yes.

8367. Mr. *Corry.*] Were those obsolete stores your own perquisites?—No; they were demanded by the Government.

8368. They were sent back to Deptford to be sold on the Government account?—Yes; I have just sent up some a short time ago.

8369. Lord *Claud Hamilton.*] Did those kerseys go up in casks that were supposed to be empties?—In one cask.

8370. That was a transaction not quite correct, was it not?—No; there was not at all on my part any hesitation; I thought if the contractor chose to exchange one cloth for another for me, there was nothing that was dishonourable in the transaction. I thought that Mr. Smith knowing the contractor (I have had no communication with the contractors since I have been in the corps), if I sent the cloth, I should get it exchanged.

8371. Do you not save the freight and expense of the journey?—Yes.

8372. *Chairman.*] You being in a general way of business, you wanted cloth that you could sell, and you exchanged one that there was no great sale for?—Yes.

8373. Lord *Claud Hamilton.*] You obtained this exchange through Mr. Smith sending up a considerable portion of it as empties in return casks?—Yes, that was done; Mr. Smith said that he could not do it again for me. I gave him what I conceived to be the value of the cloth, 2½ per cent. on the exchange.

8374. Viscount *Duncan.*] What amount did you pay to him altogether?—I cannot tell; it is some years ago; some trifle, not very much; I conceived the cloth to be valued at a very low price, some few shillings; it was what I could put in the cask with other things; it was no very great quantity.

8375. General *Codrington.*] How many shillings?—Some few shillings; at 3*s.* a yard, it must have been a large quantity to be a few pounds.

8376. Lord *Claud Hamilton.*] You do not remember the amount in money that Mr. Smith paid you for them?—Mr. Smith did not pay me; I asked for an exchange; no money passed.

8377. You gave him about 2½ per cent. as commission?—Voluntarily on my part; it was an exchange.

8378. *Chairman.*] With the contractor?—Yes.

8379. Do you object to give the name?—The contractor at that time, I think, was Mr. Clark; I will not be certain.

8380. Lord *Claud Hamilton.*] If those kerseys were forwarded to Mr. Smith as return stores or empties, how could he have removed them from the dockyard?—I should not think that they were removed at all. I asked the contractor to supply me with red cloth, in the room of white.

8381. And the transaction to take place in the Government stores?—Yes. I thought that the contractor could accommodate me without inconvenience, and it would be an advantage to him; and I put the price so low, that I knew he could take it.

8382. The contractor must have been aware of this transaction?—I should think so.

8383. And a consenting party?—I think he was.

8384. You state that in your trade you cannot work up this white kersey: I presume you can work up red and black grey cloth?—Yes.

8385. You have been in the habit of doing it to a considerable amount, have you not?—A very considerable amount; we are large purchasers from the North of England in cloths.

8386. You have recently offered a considerable amount for sale?—Yes, I have offered a considerable amount; I think about 1,000 yards of Oxford mixture and red.

8387. Some

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8387. Some red drummers' cloth?—Yes, it is all drummers' cloth, the new cloth is.

8388. Mr. *Corry.*] Is that all surplus cloth?—No.

8389. Lord *Claud Hamilton.*] They are two qualities that you could work out in your private trade?—I could; but I had an order from the marine office, six or seven months ago, prohibiting me from trading with the men. Since then I have complied with the order, and never worked out any; and having a very large stock of war clothing on my hand, I have a large supply, and no market for it.

8390. This large amount that you recently sold to Messrs. Hebbert was the result of some years' surplus?—No; it was some stock that I bought; the contract for the militia ceasing to exist, and the new mode of supplying at Weedon prevented me entirely from having any chance of supplying in anyway; and I was obliged to make a great sacrifice to get rid of the stock that was of no service to me.

8391. Mr. *Philips.*] Are the marines supplied from Weedon now?—No; it was the militia and the army.

8392. *Chairman.*] What militia regiments?—The First Somerset and Cheshire.

8393. Sir *Charles Napier.*] Are you sure that the quartermaster who supplies you does not get the 37 inches from Mr. Smith?—Quite sure.

8394. How are you sure?—The bales come to me as they are packed at Deptford.

8395. You open them?—Yes; the quartermaster never sees many. He knows that they are issued, and he comes and takes my stock when he pleases.

8396. You open them yourself?—Yes.

8397. Viscount *Duncan.*] The quartermaster superintends it occasionally?—He only sees it received into his store.

8398. Sir *Charles Napier.*] Do you receive it from the carrier?—No; it generally comes by water.

8399. The quartermaster does not open it?—He never opens a bale.

8400. *Chairman.*] Do they not go into some storehouse?—Yes; I draw them from the store in the bale, for 50 tunics, or 50 trousers, or 50 jackets.

8401. Lord *Claud Hamilton.*] Are you positive as to the time when you came into possession of those 400 yards of drummers' red and 600 yards of black grey cloth which you recently sold to Messrs Hebbert?—Messrs. Hebbert have no cloth in their possession of mine.

8402. Have you not completed the transaction?—No; Messrs. Hebbert have no supply at all.

8403. I thought that the sale of the 1,000 yards of cloth had taken place?—I did not know that it was delivered; fortunately, yesterday I stopped it, being summoned here; I could see it was taking quite an advantage of me. I said, "Stop that supply; do not deliver it until this matter is settled." I did not know that it was delivered till I heard it stated just now; I told them at the Great Western not to deliver it.

8404. You had made the offer?—Yes; I was up on that express business.

8405. Have you any objection to state the circumstances connected with it?—Not the least; it is an open transaction.

8406. Sir *Charles Napier.*] Did you know that that cloth had passed through the stores at Deptford?—The greatest portion of it has passed through the stores. I will explain the reasons why the present supply has not been able to be made fast enough at Plymouth, according to the demands. It was known by the officers there that I had a supply, and I was authorised, if I wanted cloth, to take my cloth and use it, and when the cloth came down I could replace it, exchanging the one for the other, whether it was better or worse.

8407. How came that cloth in the store at Deptford; it was your own?—I was obliged to take my stock; we could not get a supply down from Deptford to supply the demand for the men.

8408. Viscount *Duncan.*] You had a stock at Plymouth?—Yes.

8409. Who were the officers who authorised you to use your own cloth?—I was supplying more articles than I had really on charge, but that was only a small portion of the 1,000 yards.

8410. Lord *Claud Hamilton.*] The 1,000 yards that you offered to Messrs. Hebbert, consisting of 400 yards of drummers' red, and 600 yards of black grey,

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had been supplied, had it not, to the Government by Messrs. Dolan?—I would not guarantee to Messrs. Hebbert that it was that cloth; he asked me distinctly, "Is that the cloth you had from Messrs. Dolan?" I said, "I cannot tell, but I will have it up from Plymouth, and if it is not, you can return it to me again; I had a stock of my own that I wanted for the regiments I worked for, and therefore I cannot tell."

8411. At the time you commenced this negotiation with Messrs. Hebbert, did you not give them some samples?—Yes.

8412. Did you not state that they were samples of cloth that had passed the Government inspection, and which had come into your hands in the course of your trade?—Yes, pieces from perquisites that I had; I am certain of it.

8413. Then the articles referred to in this negotiation were a mass of which these were the samples?—Yes; but I would not sell it on warrant; I could not say that they were all like it.

8414. Therefore, the impression that you conveyed to Messrs. Hebbert was, that the cloth you were offering them was cloth which had passed inspection?—Yes.

8415. Cannot you state that your belief is, that that cloth had passed inspection?—A portion of it. I never gave Messrs. Hebbert a guarantee that it was all; I could not say so, not knowing Mr. Hebbert was asking me questions for that purpose; I never gave him any guarantee.

8416. A portion, you say, you know had passed the inspection; did that form a portion of the supply sent in by Messrs. Dolan?—Yes, and my own surplus cloth from the barracks.

8417. How recently had the surplus cloth come into your possession?—I have cut many hundreds of suits since Christmas; I think 1,200 suits.

8418. The greater part of it was what had come to you in the way of fair perquisites since Christmas?—Yes.

8419. When you made this offer to Messrs. Hebbert, where was the cloth you were offering to sell them?—In my private premises at Plymouth; in my establishment.

8420. You have your official place of business in the dockyard?—Within the barracks.

8421. Besides that, you have elsewhere a private establishment?—Yes.

8422. Was it at the private place of business or the public?—My private place of business. I have no public cloth left. When I left Plymouth, I had scarcely a suit of clothes at the public charge whatever; it was all swallowed up by the China party.

8423. Can you recollect whether, in the conversation that took place with Messrs. Hebbert, you did not hold out as an inducement to them to close with you, that if they did not approve of what you sent up, you would exchange it, and send them some of what they had delivered in the month of June?—Yes; because I was confident it was equal to the pattern. My impression is, that I said I believed every yard of it was equal to the pattern. The question was asked as to the cloth that I had supplied, and I said I really cannot tell that.

8424. Who would have supplied it, if it had been delivered in June?—I do not know. I presume that every inch of the cloth came from Messrs. Hebbert; I do not know of any other.

8425. Sir *Charles Napier.*] You say that when you offered the cloth to Messrs. Hebbert it was at Plymouth?—No, it was in London.

8426. How did it get into the Deptford stores; it passed through them?—All the surplus that I get comes through Deptford, and the clothing I was supplying out of my own cloth for want of materials being sent by the authorities at Deptford, I presume, because Messrs. Hebbert could not give the supply fast enough, and I supplied my own in the room of it, and took the other from Deptford in the place of that.

8427. Without going through Deptford at all?—My cloth did not go through Deptford; I did it for accommodation.

8428. *Chairman.*] Was the cloth that you offered to Messrs. Hebbert cloth that you had received from the quartermaster at Plymouth?—Yes, part of it, and part that I received from my savings.

8429. Sir *Charles Napier.*] How did it come up?—By railway.

8430. Not in empties?—No; they had nothing at all to do with the transaction.

8431. Lord

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8431. Lord *Claud Hamilton.*] You offered, if Messrs. Hebbert were not satisfied with the cloth, to exchange it out of a supply that was delivered in June; are you not aware that they did not furnish a supply in June, but that it had been furnished by another house?—Messrs. Hebbert told me so, and I presumed that every inch came from Messrs. Hebbert.

8432. You were not aware, when you offered to exchange the cloth and supply them with some that had been delivered in June, that you would be furnishing Messrs. Hebbert with cloth that had been supplied by Messrs. Dolan, who had been put over their heads in that contract?—No; I did not know anything of the transaction.

8433. You anticipated that you would have enough out of that supply to exchange?—If I had taken back the other. But the arrangement was this: if you refuse any of my cloth and send it back to me I will pay the railway carriage, and I will send you up at some future time cloth from my perquisites.

8434. With regard to the three-quarters of a yard surplus, is it not your experience that contractors do furnish the three-quarters of a yard to a piece?—Yes; it is my experience that they do; 37 inches, and a surplus besides.

8435. And you are perfectly certain that you have never had the advantage of it?—Yes, quite certain.

8436. It has been stopped somewhere?—Yes.

8437. Will you again repeat your belief, that in your case it was Mr. Smith who enjoyed it?—That is my impression.

8438. And that if you had been treated agreeably to the custom of the trade, you, and not Mr. Smith, would have had the advantage of it?—Yes.

8439. Sir *Charles Napier.*] Does the Government allow you more cloth than is necessary?—It is done by superior judgment or skill; one man may take more than another; it depends entirely upon the business tact of the man who cuts the cloth. It is known in the trade that one man may cut up a great deal more cloth than another in the garments.

8440. Lord *Claud Hamilton.*] Are you acquainted with the phrase "purser's measurement," and if so, what does that mean?—I understand by that, as measuring by the long length instead of by single yards, so that the cloth is stretched in the measurement instead of giving simply a yard measure.

8441. Did you ever have any communication with Mr. Smith, in the way of remonstrance, stating that you had received only "purser's measurement"?—Yes; I used that term in my letter to him, the last letter, when I complained of the quantity of the cloth, that the measurement was barely 36 inches, and I never could make it run exactly the quantity, by my fair measurement.

8442. Was Mr. Smith's answer to you, that if you were not satisfied with the quantity you received, you ought to complain to the proper authorities?—Not to the last letter. When I wrote so definitely, he stated, "If there is any complaint about the measurement of the cloth, I will in future rectify it."

8443. He did not deny the fact, or assent to it; but stated that he would himself rectify it?—Yes, if I had any complaint to make; I have had no correspondence since.

8444. That was within a month past?—Yes.

8445. Did you understand that he would do so in his private capacity?—I understood that the future supplies would be 37 inches; that he would send me the full quantity of cloth.

8446. Colonel *Gilpin.*] Did he say that he was very busy with this Committee?—Yes, a month ago.

8447. Lord *Claud Hamilton.*] Do you believe that Mr. Smith would allow a contractor to send in to him by "purser's measurement"?—I should not think so.

8448. *Chairman.*] You stated in a former part of your evidence, that you had a great deal of cloth on your hands in consequence of the disembodying of the militia?—Yes.

8449. But the cloth you offered to Messrs. Hebbert & Co., is cloth of the present pattern, and for the Marine corps?—Yes.

8450. And has nothing to do with the militia whatever?—No. I worked the drummers' cloth for the militia, and I had drummers' cloth in my possession for 12 months before it was supplied by the contractor, and of better quality than is supplied now.

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8451. By the purser's mode of measuring, in 100 yards what could you crib?—By that mode I could make 35 stretch to 36 inches.

8452. General *Codrington.*] You consider hand measure the fair measure?—Yes.

8453. Mr. *Corry.*] Do you mean to imply that even the 36 inches that Mr. Smith sent you was purser's measurement?—All his measurements were very close to 36.

8454. General *Codrington.*] With regard to the kersey that was sent back, it was a request from you to Mr. Smith, for your own private convenience, to exchange one sort of cloth for another?—Entirely so, and which I looked upon as a great favour, and which he said he could not do again.

8455. Looking upon it as a private favour from Mr. Smith, you made him a present?—Yes.

8456. Have you made any official complaint, in consequence of Mr. Smith's conduct, in his communications to you?—None whatever.

8457. You have not thought it necessary?—No, unless I had a short supply in another contract subsequently.

8458. I think you stated that Mr. Smith mentioned to you, that he would put it right?—Yes.

8459. In answer to Lord Claud Hamilton, you assumed that Mr. Smith received the surplus cloth as a perquisite; do you know that to be case?—No, only from what Messrs. Hebberts told me, that they supplied 37 inches. I have no proof else.

8460. Then, are the Committee to understand you to say that you do not know that Mr. Smith receives these perquisites?—No; I do not know whether Mr. Smith gets it or anybody else. I am not aware I have assumed it. Drawing a comparison, like as is done in anything else, if I did not get it, who does get it?

8461. You do not know that it is the acknowledged perquisite of Mr. Smith, as in your own case?—No; I know nothing of his situation with respect to it at all.

8462. Sir *Charles Napier.*] Do you get the bales in the same state that the contractors supply them to Mr. Smith?—No. They are opened, I presume, for measurement.

8463. And packed up again and sent to you?—Yes.

8464. Viscount *Duncan.*] How long have you been in the habit of receiving these supplies from Mr. Smith?—I never received but one; that was the exchange of the kersey for some other cloth.

8465. You receive it through the quartermaster?—Yes, direct.

8466. He makes every supply to you; you receive nothing from Mr. Smith?—Nothing whatever. I do not know Mr. Smith in any of the transactions; it is the quartermaster.

8467. Any correspondence conducted between you and Mr. Smith would be of a private rather than of a public character?—Entirely.

8468. General *Codrington.*] Your private communications with Mr. Smith were for the purpose of getting a thing done by the person who you knew was the person to manage it?—Yes. I presumed he was foreman of stores at Deptford.

8469. It was a private communication to facilitate business, and if necessary, if that did not succeed, you would have made an official communication?—I should.

8470. Colonel *Gilpin.*] I think you said that the white cloth at that time was not saleable, and that you had a difficulty in disposing of it?—I never disposed of any.

8471. At the time you asked Mr. Smith to exchange it for red cloth, there was a difficulty in disposing of it, being white cloth?—Yes.

8472. You wanted red cloth for your own advantage, as you could sell that?—Yes.

8473. And Mr. Smith furnished you from the stores with some red cloth, in lieu of the white cloth that you sent back?—Yes, from the contractor; I presume not from the stores. I asked him to get the contractor to do it for me. I thought the contractor could use it when I could not, and be no disadvantage to him.

8474. Mr. *Brown Westhead.*] Who was the contractor?—Mr. Clark, I think.

8475. Colonel *Gilpin.*] Did you expect it to be sent to you from the stores at Deptford?—Yes.

8476. Having got into the stores it would no longer be the property of the contractor?

contractor?—I thought if he was going to supply 100 yards on demand, he would supply 110 on some of the pieces.

8477. I think it is in evidence, that when cloth supplied by the contractor is delivered into store and rejected, it must be removed within a certain time?—Yes.

8478. Would it not be the duty of Mr. Smith to measure all cloth that he sent to you for the tunics?—I apprehend so. I do not know what his duties really are there, but I have always understood that he was at the head of the stores there.

8479. Have you ever applied to any house in town to take off your hands a certain quantity of cloth that had passed through Deptford Dockyard?—When I came and asked Messrs. Hebbert, I said I had a certain quantity of cloth for sale, and I told him how I got it.

8480. Have you ever offered to sell to any house in town cloth that you stated had passed through Deptford Dockyard?—The only house was Messrs. Hebbert.

8481. Was it with the understanding that it had passed through Deptford Dockyard?—The question was asked me, and I said that I could not positively state. I said that I had from 1,000 to 1,200 yards left; the whole of my cloth was always superior to theirs, and above the pattern, and I had no hesitation in having it up; and I said, "If you do not like it, send it back to me again."

8482. Did you say that it had passed through Deptford Dockyard?—A portion of it.

8483. Was it any portion of that cloth that you offered to sell at the rate of 60 yards a week?—He asked me what my perquisites were a week, and I said I did not know really; it took me in such an unexpected manner; I said I could not tell, but cutting up 2,000 suits, and as I am cutting often, I said, perhaps 14 or 15 yards on the whole in a week. It might be; I could not tell; I had not calculated.

8484-5. Might it have been 30 yards a week?—No; I was calculating if they would take it, that the master tailors would do better by selling at their price if the whole had been sold.

8486. That the master tailors would do better by selling to them?—Yes; if I could make an arrangement with the master tailors.

8487. *Chairman.*] That was the tunics alone?—No, on the kerseys, everything; blue cloth, white cloth, and everything.

8488. Colonel *Gilpin.*] If you could have made an arrangement with the master tailors, how much could you have supplied per week?—I supposed that mine was about 15 yards; and taking the others, and presuming that the others were the same, then it would be likely to be about 60.

8489. Have you ever undertaken to supply 60 yards a week of cloth that had passed through the Deptford Dockyard?—I did not undertake it; I could not, only presuming that I should succeed in making an arrangement, do so.

8490. You thought that such an arrangement might be made?—Yes.

8491. Mr. *Brown Westhead.*] Did you speak to the other master tailors about it?—No; I was only presuming that they would have been very glad to sell the articles, instead of running the risk of sending them to sea.

8492. Viscount *Duncan.*] Have you had any communication with the other master tailors on the subject?—No.

8493. Colonel *Gilpin.*] I think you stated that you gave Mr. Smith, on the transaction that passed between you, 2½ per cent.?—I calculated about that.

8494. How often did that occur?—Only once; never but once, and that many years ago.

8495. Did you ever say to any firm, any clothiers, that unless they had Smith on their side, they had no chance of passing things at Deptford?—I said that it was very evident that Smith would be a party who could oppose them very much.

8496. You did not say that if they did not get Smith on their side they would have no chance?—No.

8497. Did you ever offer to assist in getting Smith on the side of anybody, as he was under some obligations to you?—No; I said I knew him very well, and I presumed that Smith was a party that had a good deal of interest in passing goods. I presumed he was a judge of cloth.

8498. You thought you had some influence with him?—I knew him very well.

8499. Have you so stated?—I did not know that Messrs. Hebbert had had a fall out with Mr. Smith. I could not tell; there seemed to be some mystery why I could not get my cloth supplied in the usual way. I was having it piecemeal, sometimes

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sometimes 100 coats, sometimes 50 coats; and it was stated at the inspection, that there had been a great stir at Deptford in rejecting cloth, and from that I could not understand; there appeared to be some mystery why I could not get my supplies down in the regular way, as I had hitherto done for many years past.

8500. Had you given Messrs. Hebbert to understand that you had influence with Mr. Smith, and might be of service?—I said I was intimate with Smith, and if they had fallen out, I should try to reconcile them.

8501. Did you offer to use your influence with Smith to aid them in their contract for the Marines at Deptford?—Yes; I told them that, because I did not know what the circumstances were; I was not aware whilst this was drawn out of me by Mr. Hebbert asking me certain questions, which never would have come from me else, not knowing that there was any object in asking me the questions which I cannot tell why they were drawn from me. Had I known that such questions would have been asked, it never would have been volunteered to Messrs. Hebbert.

8502. You have sold some white cloth lately; what quantity, how many yards?—I should think 1,100 or 1,200 yards, the accumulation of many years.

8503. That you had saved as perquisites?—Not my own.

8504. How did you get rid of it?—A commercial man was stopping at my house, and I asked him if he could do anything with the article. I said, "If you can, I will sell it to you;" and after a long time, I believe he sold it at Leeds; and as soon as I found a market for it I communicated with the other master tailors, and I told them that if they would send their cloth to me I would sell it for them; the whole bulk was a large quantity.

8505. That having been Government property?—Perquisites from Government stores.

8506. Mr. *T. G. Baring.*] Was this white kersey?—White cloth; I call it white cloth, privates' white cloth.

8507. To make shell jackets with?—Yes.

8508. Colonel *Gilpin.*] To whom did you sell it?—Mr. Steed, of Leeds.

8509. Did he ask you to send him any more?—I wrote to him; I was told that he had no market for it, and I wrote to him to say that if so, I thought I could sell it in London.

8510. Did Mr. Smith ever sell any cloth to you?—No.

8511. When he said that he could not exchange any cloth for you again, did he give you any reason?—No; I apprehend there were difficulties in the way, that the contractor would not do it for him.

8512. How many yards of that white cloth did you send up?—I cannot tell from memory; it was only what I could put into the cask.

8513. Did you get as many yards of red cloth back?—No; I valued my cloth; I put a value upon it.

8514. When you sold the white cloth to Mr. Steed, was it in whole pieces or in cuts?—In pieces.

8515. What number of garments would the cloth you sold to Mr. Steed have made?—It was 1,000 yards, and it would take a yard and four inches for a jacket; it was above 1,000 yards; I cannot calculate what it would make at the moment.

8516. *Chairman.*] Had you ever had any communication or conversation with Messrs. Hebbert previous to this transaction?—Never.

8517. Did you call upon them and offer the cloth for sale, because you knew they were the contractors for the Marine corps?—Yes, that was my sole object, being conscious that it was of no service to anybody else but them; and I was introduced by a respectable firm to them, or else I thought they would have had no transaction with me, not knowing me.

8518. Mr. *Philips.*] You are in business on your own private account as well as an army tailor?—Yes.

8519. Are you in the habit of purchasing from contractors on your own account woollen cloth, both from the West of England and from Yorkshire?—Yes.

8520. Messrs. Hebbert's goods are chiefly from Yorkshire?—Yes; I presume all Yorkshire.

8521. In making your own purchases from Yorkshire in the common custom of the trade, what number of inches do you receive to the yard?—Thirty-seven inches full measurement.

8522. That is the usual and regular measurement?—Yes.

8523. Is

8523. Is there a tab at the end of the piece of cloth when you receive it?—No; only the contractor's ticket mentioning the length.

8524. You measure the cloth, and you see that it is of the proper measure?—Yes, I always measure every piece.

8525. What is the length of the pieces of cloth from Yorkshire?—Thirty, 40, or 50 yards, according to the manufacturer; never under 30; it is according to the machinery, I think.

8526. Have the goods which you receive from Deptford, after they have passed the Government inspection, the manufacturer's ticket upon them?—No; that is always taken off.

8527. The cloth is sent to you without any memorandum at all?—Only presuming that there are 50 coat lengths, or 50 trouser lengths; the garments are always sent to me in fifties.

8528. What is the general length of a piece of goods?—It varies, according to the manufacturer; perhaps 30 or 40 yards.

8529. It varies as it does in your own private trade?—Yes.

8530. Is the quartermaster always present when these goods come down to you at Plymouth?—No.

8531. He is present when you receive the goods, is he not?—He has clerks under him that receive the goods, and enter them in the regular form.

8532. When the goods are sent from Deptford, does nobody else touch or open those goods before you see them, after their arrival at Plymouth?—No.

8533. When they reach Plymouth, and they are opened, are you the first person who sees them?—Yes, the very first.

8534. There is no intermediate person?—No.

8535. But the quartermaster is the responsible man, is he not?—Yes.

8536. What is his name?—Lieutenant Macarthy.

8537. Do you know the firm of Woodrowe and Rowe, of Wood-street?—No.

8538. Have you ever had any marine caps from Deptford?—No.

8539. Have you ever heard of Messrs. Wilson & Mattheson, of Glasgow?—No.

8540. Sir *Charles Napier.*] It is in evidence that if there is any surplus of cloth at Deptford, it belongs to the contractor; is that a surplus of an inch?—I do not know, I am sure.

8541. Can it be anything else than the inch?—I cannot say; I am perfectly ignorant of everything at Deptford. If there is any surplus there, I cannot make out how there is any surplus from the contractor.

8542. If there is any surplus, it must be the inch?—I cannot say.

8543. You say that you receive only 36 inches?—Yes.

8544. But the contractor supplies 37 inches?—Yes.

8545. Is there any possible means of the surplus at Deptford being anything except that inch?—Not unless the contractor makes a mistake.

8546. You know of no other means by which there can be a surplus at Deptford, except from the inch, which ought to come to you, but does not?—I cannot see any other means.

8547. Have you ever heard in your conversations with manufacturers and contractors that it is necessary to give bribes to get goods passed?—I have.

8548. From whom have you heard that?—I have heard it from travellers.

8549. Can you mention the names of any respectable people from whom you have heard that it is necessary to give bribes, in order to pass goods?—I have only heard it as a general rumour from commercial men; that has been the way that I have heard it. It is known that the men are so insufficiently paid, that in most of the Government situations they receive bribes, although it is positively said that they shall not do so. I believe there are regulations that they are not to do so, yet it is known as a general rumour. I have no proof of anything of the sort that such does take place.

8550. Do you believe in the rumour?—I do.

8551. Can you give the Committee any clue by which they can get at the truth or falsehood of these rumours?—I have heard them from commercial men who have spoken to me on the subject.

8552. Will you name them?—One was Mr. Grattan, the traveller for Firmin's, the button makers; he is one that I had conversation with; I do not know that he had any proof. I have hinted this in conversation, telling him that I have sometimes supplied regiments for the Government. I have said persons could

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could contract, but we do not know where the contract may stop, as there are certain parties in the way; that is the common conversation among tradesmen.

8553. And you distinctly say that you believe this?—Yes, I believe it; it is the impression on my mind; I have no proofs.

8554. It is your impression that it is necessary to bribe in order to pass goods have you ever heard any person pointed out as receiving bribes?—Not one.

8555. Have you any suspicion that anybody receives bribes?—Not the least; it is only an impression from general conversation.

8556. Have you ever heard any of the persons who mentioned these reports, publicly state that it was necessary to bribe So-and-so in order to get goods passed under a contract?—I never heard a single name.

8557. Viscount *Duncan.*] You stated just now that you had heard, in course of conversation, that certain parties were in the way; who were the certain parties to whom you alluded?—The parties who had the passing, or some subordinate parties at some certain Boards; clothing Boards; who were perfectly subordinates, but still had such a weight with the committees that their opinions were taken, and that it was yea or nay with those individuals; but who the individuals are, or what the Boards are, I cannot say.

8558. Had you not the curiosity to ask, in any one instance, who any one of those parties was to whom the conversation referred?—No. I think I have heard a name, but a name that I never knew. I think they said so and so, at such a place.

8559. Sir *Charles Napier.*] Who was it?—I cannot tell you; a name might have been mentioned, but I am not confident.

8560. Did they make use of the words, "So-and-so"?—Yes; but who the party was, and what the Board was, it being in general conversation, I have not the slightest idea.

8561. Viscount *Duncan.*] How long have you resided at Plymouth?—I have been in business there for 20 years.

8562. Are you cognisant yourself, during the whole period of 20 years that you have resided at Plymouth, of any party who has received a bribe under the circumstances to which you have alluded; namely, to pass goods?—Not one; nor do I know of any person, from any remark that has been made, that it would apply to, but as a general rumour.

8563. Sir *Charles Napier.*] But you believe it is so?—Yes; I have no doubt of it in my own mind.

8564. Viscount *Duncan.*] Do you believe the report?—I do.

8565. Will you state to this Committee the grounds upon which you believe that report?—From the general conversation among commercial men; I have an opportunity of mixing with them, as I keep a commercial hotel, and of hearing their conversation, and passing my own remarks upon it, that such things did take place; but not having any curiosity, or not feeling interested in what the Boards were, or who the parties were, as I had nothing to do with those Boards, I cannot state what Boards were referred to, but to general contracts.

8566. Is your impression merely founded upon those conversations that you have heard at various periods, or is there any fact that you can state to the Committee upon which your belief is founded?—No fact whatsoever, only from general report; the newspapers have been referred to, and perhaps it has come up in conversation.

8567. Mr. *Philips.*] In this general conversation you have often heard it said, I dare say, that in large private establishments things cannot be sold except by means of the finger and thumb?—Yes; I think this occurred more particularly at the time when there was a cry out in the papers—I think it was the every-day conversation—about the clothing colonels, and other parties; that was more particularly the time I refer to; it was known, I believe, generally, and not only the contractors, but the colonels, and quartermasters, and various other parties were spoken of.

8568. Viscount *Duncan.*] In these conversations were colonels and quartermasters alluded to?—Yes; I think the papers even mentioned the colonels, if I do not mistake, the colonels of regiments; and afterwards I think the system was altered, and they had a compensation in lieu of those things; it became publicly notorious; it was not only in private conversation, that they had compensations in lieu of those perquisites; it was not at all a secret

8569. *Chairman.*]

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8569. *Chairman.*] You keep a commercial hotel, and travellers from Yorkshire and from the West of England frequent your house in order to transact their business in the town, or with you, you being in the cloth line, and in conversation with these gentlemen it came out that they think deception is practised towards the public?—They said that contractors never could do their duty to the public while there were colonels and other parties who had to be feed; that was the whole of the general rumour to which I allude.

8570. Since the off-reckonings have been abolished, has the same conversation taken place in your house?—No; it arose from those particular circumstances, from reading the papers, and commenting on the papers; it was known to all, and it was freely commented on at the time, about the colonels, and sub-contractors, and other parties; so the conversation arose, but I have no personal knowledge of one single act.

8571. Colonel *Gilpin.*] You have referred to the off-reckonings to the colonels?—I do not know what term you give them, but I know the perquisite has been commuted since; that is perfectly well known in the service.

8572. *Chairman.*] As you have a very good knowledge of officers in the army, do you believe that officers of rank would in any degree countenance such a system?—I have every belief that it was done.

8573. Sir *Charles Napier.*] The difficulty which the Committee finds in getting information, I presume, arises from a fear on the part of the contractors, that if they give any information they will obtain no more contracts?—If I state my own opinion, I think that contractors are the most difficult parties who have to do with the public; I believe there have been so many intercepting parties between the Government and the suppliers of every article, that the contractors are placed in great difficulty; the contractors have never had a place of appeal to see whether they were perfectly right or not, and hence the Boards have a perfect control over them.

8574. The contractors are afraid to give us any information, as they would not expect to be employed again?—I only take my own view; I have contracted for supplying regiments with undress clothing, and there are difficulties in the way if you are perfectly honest; when I have taken a contract I was given to understand that I was going to deal with nobody but the officials; I bribe nobody, but I tell them if I do not supply the article, or you think it is not what it should be, I shall have the power of appeal to persons who are judges independent of your Board of Officers.

8575. General *Codrington.*] You are speaking about the necessaries, not the clothing?—Yes, not referring to the marines.

8576. Not the clothing?—No.

8577. Mr. *T. G. Baring.*] Did you say that you did not refer to the marines?—Yes.

8578. Did you ever hear, in the course of your conversation with commercial men, that in the examination of marine clothing at Deptford there was an impression that undue influence was used?—No; I think the general impression that I have of the conversation with commercial men is, that it referred to the War Office; I think that the system referred more to the War Office, not to the marines; we always conceived that the system for the marines was superior.

8579. I believe that under the system of clothing the marines, it never went through the colonels?—Never since I knew it; I conceive that there are no interested parties in the marines.

8580. *Chairman.*] With regard to the inspection of the clothing for the marines by the Board of Officers, do you think that that inspection could be improved?—I have always condemned it; my own opinion is that it was never a proper Board to pass clothing; the officers who have been the passing officers of that Board have frequently acknowledged to me that they were summoned on that Board whether they were qualified or not, and they were obliged to abide by the opinions of the other parties, and not their own; I had that from Colonel Mercer; he was commandant, and at the Marine Office he told Colonel Owen (General Owen afterwards); I have had a deal of conversation with Colonel Owen during the last 10 years.

8581. Mr. *T. G. Baring.*] Did Colonel Mercer himself tell you this?—Yes; he was passing officer of this Board at Deptford.

8582. How long ago?—Several years ago; Colonel Owen is now dead.

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8583. Is Colonel Mercer dead?—Yes, he died commandant of the Plymouth division.

8584. Have you heard this from any other officer?—I cannot state positively; Colonel Owen was condemning Colonel Mercer, and he found fault with the Board at Deptford, he having been a member of that Board for so many years, and his reply was, "I was not asked whether I would be a member of that Board, but I was summoned to inspect cloth which I never conceived myself to be a judge of." That is why I think that Board is not qualified; I think from the capacity of the officers they are not fit judges to judge whether cloth is equal to pattern; and not being sufficient judges, I always conceived that the Board was not properly constituted, as there was no appeal from it, and I do not think that any Board is properly constituted unless there is an appeal.

8585. *Chairman.*] You are a strong advocate for an appeal?—Yes, an impartial appeal for all parties.

8586. Do you not think that an officer of marines, before he arrives at the rank of a field officer, must have served some 30 or 35 years in every grade, and from his intercourse with the private soldiers, attending to their comforts and seeing to their clothing, has had sufficient experience to enable him to judge of the quality of the cloth that is put upon the men's backs?—No.

8587. If an arrangement was made by the Government that the contractors should not be paid more than a certain per centage until the cloth had been three or four months in wear, would that in your opinion remedy the evil?—No; I am only giving my own opinion. I suppose there have been since I have been in the marines, perhaps eight or ten quartermasters, and their duty is to inspect every suit of clothes that goes out of my hands, and I think as a rule every one of them would tell you they were no judges; and when they leave their situations, no contractor can have had the opportunity that the quartermasters have had of inspecting cloth and of looking at it, as they see it on the men's backs. But an improved system that I have thought of, and which is purely my own, is this, that the Government should appoint, in lieu of Boards, three or four tradesmen, and pay them what they like, and that they should be present to judge of an article, either cloth or anything else, and that the contractor should call in three or four men who were judges, and that they should settle the question. Then I think the Board would be impartial men understanding the matter.

8588. Colonel *Gilpin.*] You suggest that the contractor should call in three men?—Suppose you had a contract for cloth, you would have a Board of four tailors, and the Government would name certain days in the month, or six months, and then those persons would be required at Deptford to examine certain things which would be put before them, and who were judges. Then the contractor, knowing that he had to deal with men who thoroughly understood their business, would never attempt to send in an article that was not up to the mark; and if a dispute arose, then the Board should appoint two tradesmen, and the contractor two, and let them decide, and the majority in those cases being impartial men, it appears to me that there would not be anything but what would be fair.

8589. Viscount *Duncan.*] Do you believe, as the Board of Inspection is composed merely of officers, it offers a temptation to contractors to send in goods that are not up to the mark?—I think contractors may do so, and for this reason, he knows that the men are not qualified to judge; they judge from the appearance, and yet the quality may not be there.

8590. You say, as a general rule, that you would prefer the goods being submitted to practical men, instead of to a mere Board of Officers?—Yes.

8591. Is that your decided opinion?—Yes.

8592. Sir *Charles Napier.*] Are you sure that the contractors would not bribe the tailors?—How could they? You would have the power, if you had a Board, to shift those three tradesmen whenever you chose. If the Government said, "We will appoint three men, A, B, and C," and they had any suspicion of them, they might call in, in their place, D, E, and F.

8593. But if the opinion is well founded that nothing can be done without a bribe, why should it not be still practised?—I think if tradesmen were paid liberally for their opinion, they would be far above it.

8594. In that case, you do not believe it is true that bribery goes on to the extent that the public think?—I do not think that at these Boards the officers are bribed at all.

8595. You

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8595. You do not believe it possible, then, that bribery goes on to the extent that public rumour states?—I think, as to bribery, if a Board was depending upon the will of an individual, and the Board took that individual's opinion, and that was known, it would be the interest of a contractor, or any other party, to say to that man, "If you are not over particular with me——" I say it is possible; and that that party, and not the Board of officers, would decide it, supposing that individual to be a judge, and I presume the officers are not; I contend that 19 out of 20 are not judges, and that they will acknowledge it.

8596. You admit that you have no suspicion that the officers are bribed?—Yes.

8597. Did you not state that you would like to have tailors to examine the cloth?—Practical men that understood the business. I do not only refer to cloth, but to every other article.

8598. Mr. *Philips.*] Suppose the Government employed, in their various departments—take the cloth department—a man who was thoroughly acquainted with cloth, and gave him a good salary, and sent him down into the manufacturing districts, to purchase from the manufacturers on the spot, what do you think of such a plan as that?—I think that it would be liable more than by calling in disinterested parties, as I before mentioned. You may contract with a contractor to supply 10,000 yards of cloth of such and such a quality, and he would not know who the passing parties may be; but I think it is possible that the other plan may be open; I do not say that it would; it appears better than the present; but it is possible that a person in that capacity may be bribed.

8599. *Chairman.*] Have you done any military duty?—None.

8600. You were enlisted expressly on account of your qualifications as a tailor?—Yes. I can give notice to leave, and they can give me notice.

8601. When the clothing is delivered for the marines at Plymouth, there is an inspection by regimental officers, is there not?—Yes.

8602. Suppose 1,000 suits of clothes are put upon the backs of the men to-day, they are inspected by a body of officers there; are you not called in to give an opinion?—With regard to the fitting; that is all.

8603. Surely the officers have it in their power to judge of the quality as well as of the fitting?—Not at Plymouth. We have nothing to do with that after it passes the Board at Deptford: I conceive therefore that that is a great improvement upon the old system of doing things.

8604. Therefore the inspection of the clothing ceases after it leaves Deptford Dockyard?—Yes, as to the quality.

8605. General *Codrington.*] Do you conceive that the Government is well served generally as to the quality of the cloth?—In past years it has been very badly served.

8606. Has it not been up to the pattern?—The last with us was very good.

8607. Take five, eight, or ten years back, do you consider that the Government have been fairly served, the cloth being up to the pattern?—I never saw the patterns; I know that the cloth was always very bad.

8608. Does not the supply by contract depend upon the pattern that is given in?—Yes, I believe it does; I am not aware of it.

8609. Viscount *Duncan.*] Did you say that the supply in the present year was better than in former years?—In the last three years there has been no complaint of the cloth with us.

8610. General *Codrington.*] I presume you know that when a contract is entered into the cloth is to be made up to the pattern?—Yes; but I never saw the pattern.

8611. The quality of the supply depends upon the pattern?—Yes.

8612. Do you consider that there is any such good test of the goodness of cloth as the wear?—No.

8613. That is the best, is it not?—Yes.

8614. Do you consider that the officers who are present with their regiments, or with a battalion of marines, seeing the clothing year by year, are not fair judges of the wear of that cloth?—Yes, of the wear.

8615. *Chairman.*] Is not that a test of the quality?—It is a test, because they see the thing, and whether it wears well; but to say beforehand, before it was put upon the men's backs, whether it would wear well or not, the Board has no opportunity of testing whether the cloth will wear well until it is worn; and if a Board were called upon to decide whether that cloth would wear well or not, they are not in a position to know whether it will or not.

8616. But still those officers who are in the habit of seeing the cloth in wear

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acquire a certain experience in the wear of the cloth?—Yes, from seeing it, but that is all.

8617. Suppose after three months, the supply being for a year, it is seen that the cloth is bad, those who are in the habit of seeing it are the best judges, are they not, whether it has worn well or ill?—Yes.

8618. In the private transactions between yourself and tradesmen, suppose you order 1,000 yards of cloth, and you are not satisfied, is there any appeal?—If I ordered 1,000 yards of cloth, my way of ordering it would be, "Please to send me 500 yards of red cloth of good quality," and I should test it by tearing it; if it was bad, I should send it back.

8619. You judge of the cloth yourself?—Yes.

8620. If it is bad, do you allow of any appeal?—When I send it back, if they were to say it was not bad, they would send it back to me again.

8621. Are you bound to take it again?—Yes; it would be a matter of law; they would call in two tradesmen, and I could call in two tradesmen, and if it was proved that the cloth was bad, I must take it.

8622. Mr. *Brown Westhead.*] That would be your court of appeal?—Yes.

8623. Lawyers could not decide whether it was good or bad?—No.

8624. Viscount *Duncan.*] Have you, in your experience, ever had recourse to such an appeal?—No; I have sent back cloth several times.

8625. You never had an appeal yourself?—No.

8626. Lord *Claud Hamilton.*] Is it the practice of the trade to settle disputes by arbitration?—Yes. In my experience I never came across it beyond once that I ever disputed a point. I would not send back a piece of cloth because it was four ounces short in weight; I conceive that to be of no importance in a bale of cloth; a pound less would be of no importance, providing the quality was there. I should send back cloth if it was rotten.

8627. General *Codrington.*] You think that the Government ought to allow an appeal?—I would always submit to an appeal. If I said that in my judgment any one individual thing was wrong, and they said it was right, then call in two tradesmen, and I would at once abide by their judgment; I should suppose that I was liable to err in my judgment; and if two men equal in knowledge with myself said I was wrong, I should give way.

8628. Is it the usual habit of the trade to have an appeal?—Yes; I think any tradesman would admit of an appeal.

8629. Viscount *Duncan.*] Still you have no recourse to it?—No.

8630. Colonel *Gilpin.*] You were asked just now whether you thought it was requisite that there should be an appeal from the Board of Officers; do you never have any Board of Appeal?—No; I think if there was an appeal from the Board of Officers, it would have a good effect. I think the contractor would not send in an article that he was not sure was up to the mark.

8631. With regard to the persons with whom you deal, it would not be so likely that a Board of Appeal would be requisite as with the Board of Officers?—That is just the position.

8632. You stated that for some time the Government were badly served, but that latterly they were better served?—Yes. If the contractors were Messrs. Clark, the cloth was very bad indeed: I refer now to the marines. I conceive that Messrs. Dolan were good contractors; but when Messrs. Clark supplied the things, they were bad to the extreme.

8633. At the time the cloth was bad, was it so bad that you remonstrated about it?—Yes.

8634. What were you told?—The bales of cloth were sent to London, and returned to Deptford, and they afterwards came back, and they invariably said that they were equal to pattern.

8635. Those that you had objected to?—Yes; therefore I conceive that the patterns were bad.

8636. Who told you this?—From the Marine office, in correspondence; I have been appealing for 12 years.

8637. You have since made up inferior clothing, but you have not remonstrated, in consequence of the letters you received?—Yes.

8638. General *Codrington.*] The pattern being settled by the Government, and not by the Board of officers?—Yes; the information given to me was, that they must have a new set of patterns, and that the thing would be improved.

8639. You are your own buyer and seller?—Yes.

8640. You

8640. You have taken precautions against bribery and douceurs?—Yes; I always examine every piece of goods that comes into my shop; I trust to no one.

8641. You think that is the best precaution against anything of the sort?—Yes.

8642. Do you think, if you had many persons under you, they would be liable to that sort of thing?—Yes; if I trusted to others I think they would be very liable; I think the manufacturers would try to influence the persons in my employ.

8643. Is that a usual habit, do you think?—I cannot speak with anything like certainty, but I have my mistrust about it.

8644. You feel that it is necessary to take precautions if you have people under you, but that your best precaution is to transact your own business?—Yes.

8645. Mr. *Philips.*] In large establishments, such as Morrison's, in London, where great quantities of manufactured articles are obtained through buyers, is it your opinion that when a great bulk is sent in parties have to be feed?—No.

8646. How is it that in a large establishment like that there is no bribing outside, and that in a Government establishment you think there is; they do not buy larger quantities than the Government, and it would be quite as much the interest of the manufacturers to supply them as the Government, both paying equally well?—In the case of Messrs. Morrison, or any other firm, the parties would be servants, and the master, or the head of the firm, from thoroughly understanding his business, would soon detect anything that was wrong. In the other case a man would be absolutely master, with no person over him. In the other case it is the interest of the firm to watch every servant to see that he does his duty.

8647. Then how would you obtain for the Government the same freedom from corruption which you think exists in this large mercantile house?—It is a difficult question to know how to do it, but it appears to me that the buyer must be subordinate to some superior parties who are judges over him. If you had a person going to the north of England, and buying goods there, there must be a superior man over him that had nothing to do with any of the parties that the money passed through, and that would be a check over the other individual.

8648. That person ought to be in a high position, above the temptation of a bribe, and therefore ought to be a well-paid man?—Yes.

8649. You think that these mercantile establishments free themselves from this species of corruption by a system of high pay, and trusting to the honour and self-interest of the parties concerned?—Yes; and I think that is the only way in which it will be ever got over.

8650. Sir *Charles Napier.*] You would give the officer appointed to inspect supplies a very high salary to keep him honest?—I would have one over the purchaser at a good salary and a thorough judge, having no connexion with the purchaser, but seeing that both were judges.

8651. You would give him a very high salary?—I think the only way of getting it all done is by properly paying them.

8652. If they gave a man 5,000 *l.* a year the Government would gain by it?—That is a very large sum; if they gave 1,000 *l.* a year they could get a very good man, and a good buyer for 500 *l.*; there are many men who are thorough judges in London.

8653. Viscount *Duncan.*] Are you acquainted with the new system of inspection at Weedon?—Not at all.

8654. Lord *Claud Hamilton.*] Is it not your opinion that the real difficulty on the part of the Government lies in the number of intermediate hands?—Yes.

8655. That interfere between the commencement and the end of the transaction?—Yes; there ought to be only one or two well-paid servants.

8656. Is not that really the difference between the Government and commercial houses?—That is just the difference.

8657. *Chairman.*] Do you consider it possible that cloth, delivered to a public establishment of inferior quality to the pattern, could by favour pass; and on the other hand do you think that a good quality of cloth through ill feeling might be rejected?—I think it possible, unless there was a Board of appeal, that things quite up to the mark, even superior, if a person said, "That is not according to weight or appearance," some trifle, he has the power to get it rejected.

8658. A court of appeal would remedy that?—Yes.

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8659. Lord *Claud Hamilton.*] You stated that you did not think weight was the most important guide in testing cloth?—Yes.

8660. Therefore, as a practical man, should you not say that the rejection of a piece of cloth 35 yards long, on the ground that it was five ounces light, would be very improper?—I should not look at such a thing; I think if such a thing was done on that ground it would be trivial and vexatious.

8661. General *Codrington.*] Do you make your own contracts by weight?—No; I do not buy it by weight; I pay no attention to weight.

8662. You consider yourself a sufficient judge to do without that?—Yes; I prefer having weight; I think, as a general rule, there should be weight, but not to stick to an ounce or two if the quality is there.

8663. Mr. *T. G. Baring.*] You say the contractor has no difficulty in furnishing cloth of the proper weight; suppose there was weight required agreeably to the terms of the contract, is he not bound to supply it up to that weight?—If the manufacturer were to give out 10 pounds of wool to make a piece of cloth of a certain weight, it is possible that one man may make it weight, and another man will make it three or four ounces under weight, yet the one that makes it short may make it superior in quality.

8664. I ask you this, whether a certain weight being laid down as part of the terms of the contract, and which the contractor is perfectly aware of, he is not bound to furnish the supply according to that weight?—If it is only an ounce or two short it would be very trivial to reject good cloth on that ground.

8665. But suppose that the cloth was rejected on account of the badness of the quality?—Of course if the quality was not there, it might be all rejected; that is the principal thing.

8666. Referring to the report of the board of officers, I find that the cloth to which Lord Claud Hamilton has referred was rejected, because it was not found equal to the pattern in quality or colour, and that one-third of the pieces of red cloth were under weight, would not that be a perfectly good ground for rejection?—Yes, if those three things are established, and it is all rejected at once.

8667. With respect to colour, do you not suppose that the board of officers would be satisfactory judges of colour?—I fancy not, judging from my experience of 16 years; scarcely a bale comes down with two pieces alike, and I believe it is impossible to get it.

8668. Have you seen any of the cloth that has been supplied lately?—I have, and it appeared very good.

8669. Have you seen any red cloth that has been supplied under a late contract?—Yes.

8670. What do you say as to the colour of it?—The colour is darker; all the drummer cloth is darker in colour than the original common red cloth.

8671. Do you think that the board of officers are competent to form an opinion as to the colour of the cloth?—I should think so, anybody can do so.

8672. Without any practical knowledge could they form an opinion as to whether the cloth was properly dyed, or was unequally dyed or otherwise?—Any one I think could do that; it would require no judge at all for that; colour is so simple a thing.

8673. The cloth that is received at Plymouth to be delivered to you to cut up into clothing for the marines comes to the quartermaster?—Yes.

8674. The quartermaster-serjeant would receive it?—Yes.

8675. You would not receive it on its first arrival at Plymouth?—No.

8676. It would rest with the quartermaster?—Yes.

8677. He would be responsible for the receipt of it, and it would be received by his subordinate?—Yes.

8678. When cloth is issued to you, who issues it?—The quartermaster-serjeant.

8679. As the subordinate of the quartermaster?—Yes.

8680. He gives you certain bales of cloth marked with the quantities?—Yes.

8681. If you found the quantities incorrect you would represent that to the quartermaster?—Yes, it would be my duty to do so.

8682. With respect to the difference in length between 36 and 37 inches, it has not been the practice since you have been master tailor at Plymouth to give you 37 inches?—No; 36.

8683. Always?

8683. Always?—Yes; ever since I have been master tailor; nearly 16 years.

8684. Part of that time would have been previously to Mr. Smith being foreman of stores at Deptford?—I do not think he was there then. I do not know how long he has been there, but some eight or nine years I have known him.

8685. It has been the constant practice to send you 36 yards only?—Never more.

8686. You have stated that you represented lately to Mr. Smith that you ought to have had 37 inches?—Yes.

8687. But you had not represented that before?—No; and I should not have done so now unless the quantity had been cut so much off from the coat.

8688. You stated that Mr. Smith answered you in the first instance, that if you had any complaint to make you should make it through the proper officials?—Yes.

8689. He sent you a second answer, in which, as you stated, he evaded that question?—It was in the first letter that he evaded it; in the second letter he said, that if there was anything wrong he would correct it for me.

8690. What did you understand by that?—That he would send me 37 inches.

8691. That he would make a representation to the storekeeper about it?—I supposed he would see that the things should be supplied from the stores, 37 inches; so that I should get the full benefit of the measurement; that was my impression, and I considered it to be a proper answer.

8692. You stated, as a reason for applying for the additional inch, that the quantity of cloth which is allowed for the regulation tunic is less than it should be?—Yes; it would run very close if the standard was five feet eight.

8693. You stated that after clothing 100 men you might have four or five tunics over, if the men were all small?—Yes.

8694. You stated also that if the men were of the full standard height, it would run very close?—Yes.

8695. Let us take an average: do you believe that the quantity of cloth in the specification for making 25 tunics is too much or too little?—I do not think it a bit too much for the men when they are at the peace standard, five feet eight.

8696. You stated that after clothing 100 men, if they ran small, you would save four or five tunics; to clothe 100 men, it would take 150 yards, at a yard and a half a man?—Yes.

8697. Five tunics would take seven yards and a half, which is five per cent. upon 150 yards?—Five per cent. upon the cloth sent.

8698. Suppose the cloth for 100 men, it would be five per cent.?—Yes.

8699. If any witness has stated to this Committee that 15 or 20 per cent. could be saved in cutting up, would that be true?—No such thing could be done unless they had some very superior way of cutting; I could not do it; I have already said that there is a certain way that they take the cloth out; but I cut it in another way, and by so doing, I make a saving upon it; but I cut it strictly as it is sent to me by the diagrams.

8700. You consider yourself to be a clever cutter?—Yes, I have had very great experience; I can cut out of much less than the manager of my establishment at home; and if I trusted him to cut out 50 tunics out of the cloth sent from the Government, I should expect a complaint from him that he had not got enough down.

8701. You think that unless the cutting is done very carefully, the quantity allowed is not in excess?—Yes; I am working all on 36 inches, and while I am away from home I mark everything and give it to my men; but I will not trust my manager on that ground.

8702. With respect to the shell jackets, how much are you allowed for them?—One yard and four inches.

8703. If you had cloth enough to make for 50 men, would you save anything out of it?—That would depend upon the size of the men; if they were at the peace standard there would be nothing saved.

8704. Taking an average of five feet nine?—Yes; if it was the peace establishment there would be nothing saved.

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8705. If anybody has stated that 15 or 20 per cent. could be saved, you think it would be quite impossible?—Quite impossible.

8706. Take the trousers?—They must be cut according to the length of the men. If the men run short, as they did during the war, there would be from two to three inches over upon the trousers.

8707. Take men of the average height; with the average length of leg?—The average height of the men with us was 5 feet 8 inches, and therefore we must take 5 feet 9 inches as the rule, and that would cut the trousers close.

8708. If any witness has stated that 15 or 20 per cent. could be saved on the trousers, would that be correct?—Nobody that was anything of a tradesman would say that; it is quite out of all character to state it.

8709. General *Codrington.*] You spoke as to the diagrams?—Yes; but I never cut to the diagrams. The difference between my cutting of the clothing and the cutting in London is that they cut strictly to the diagrams; my plan is to cut to fit the men; the clothing sent from London never fits the men, and it is short, and every officer who has been afloat as captain of a ship knows the great difficulty they have in fitting the clothing to the men; and I believe it has been attempted by some of the Lords of the Admiralty at various times to do away with that system and to introduce the other.

8710. Mr. *T. G. Baring.*] How many more men would it require at the four divisions to make up clothing for the service afloat?—I was asked 10 years ago if I could engage to make up clothing for the service afloat as well as ashore, and I said that with six months' notice I would engage to supply every man with his clothing made up and fitted specially for him, so that he might take it with him, at the Government price.

8711. How many men are there abroad belonging to your department?—I think there are more abroad from Plymouth than from any other division; I think we have never at home more than 800 or 900; but they are constantly shifting; on an average about 2,000 pass through my hands in a year.

8712. How many suits of clothing would be required to be made for the service afloat?—About two-thirds more than I make at the present time, and I should find no difficulty in doing it; I make upon an average from 40 to 50 suits of clothing in a week. I should have to employ more persons; but I should have no difficulty in supplying 150, if required.

8713. You would have to supply two-thirds more; then it would be 120 or 150 suits a week?—Not upon the two-thirds less; there are casualties on board ship.

8714. Suppose now you had to make up 40 or 50 suits for the Marines; how many would you have to make for the whole supply of the Marines afloat and ashore?—Eighty in the whole number; not quite double the number.

8715. You would have to double your establishment nearly?—Yes, and there would be no difficulty.

8716. Could you exercise the same superintendence over the increased establishment as you do your present one?—Certainly; there would be no difficulty.

8717. None as to the superintendence?—Not the least.

8718. You could conduct an enlarged establishment?—Yes, quite able, and I have stated that opinion to my Lords Commissioners of the Admiralty some years ago, and so I did to General Owen, when the question had been asked, Could I engage to supply all the men afloat, if it was required? I said, "Yes," and I have never been behind with any of my clothing since I have been in the division.

8719. You have stated that it is impossible to save from 15 to 20 per cent., or anything like it, out of the clothing?—Quite out of the question.

8720. What is about the amount of the perquisite that you get in a year from cutting the cloth?—I should think my perquisite, on the average, would be about 30 *s.* a week, and if I was put upon the savings as a salary, then I should know, and I know that I could save perhaps a great deal more than others.

8721. What would you accept as an allowance in lieu of the perquisites?—I should say from 30 *s.* to 2 *l.* a week.

8722. Would you take 2 *l.* a week?—Yes.

8723. What difference would the odd inch make to you; you spoke of 100 yards of cloth; what would the odd inch give you?—Nearly three yards.

8724. That is three per cent., and not five per cent.?—Yes; then there are extras on the thirty-six.

8725. I mean

8725. I mean that the extra inch would only give you three per cent., and not five per cent.?—Yes.

8726. What would the value of that three per cent. be to you?—That depends upon the price that I could sell it at; if I was supplying a militia regiment, I could make full value of it if I held it, but as I have no chance now, I must sell it at two-thirds of its value.

8727. That would give you some addition to your income?—Yes, a considerable addition.

8728. And you have never had during the time you have been master tailor, thirty-seven inches?—Never.

8729. Would it yield you 10 *s.* a week?—It would give me more than that.

8730. If you had thirty-seven inches instead of thirty-six inches, it would have been a considerable addition to your perquisites?—Yes.

8731. And one which you have never been in the habit of receiving?—Never.

8732. You have also stated that you had been in the habit at times of disposing of the surplus cloth, which you considered you had a right to dispose of?—Yes; I had a perfect right to it, having taken my situation with that perfect understanding.

8733. Have you any objection to state anything that has taken place in the disposal of the surplus cloth?—Not at all.

8734. As to the kersey, you said that this year you had disposed of a considerable quantity, from 1,000 to 1,100 yards?—Yes, which was the accumulation of 10 years.

8735. And from all the master tailors?—Yes.

8736. Did you get any from Gosport, from Chatham, and from Woolwich?—Yes; I thought it was a good chance for them, knowing that they had no market for it.

8737. You had the whole of their surplus?—Yes, every inch of it, I suppose.

8738. Did it consist of whole pieces of goods?—Yes, we always save in my cuttings; I keep cutting away till I cut the pieces up, as there is no control over me as to taking cloth in and out; I am so well known that there is perfect confidence in me in my situation at the barracks; the quartermaster can come when he pleases to take my stock, and I take in and out what I like, and get the work made as I please; but they make me perfectly responsible, and if there was any loss, which there was in one instance; there was a robbery committed by a party.

8739. Will you explain how it is that you are called upon to make up the deficiencies?—Because I take the surplus, if there is any; that was the understanding; I keep the quartermaster perfectly clear. There have been some quartermasters who have sustained considerable losses by master tailors, and other parties; but I suppose that caution was taken when I enlisted to provide against any losses; I gave a bond.

8740. What were the terms of that bond?—That I was to take the situation, and make good all deficiencies to the amount of 50 *l.*

8741. Did you give any securities?—Yes, I provided bondsmen, and a regular deed was drawn up.

8742. Will you state whether you have had any demands made upon you for those deficiencies?—Yes, I think some seven or eight years ago I found that there was a robbery going on in my shop, and by taking my stock I found that I was deficient; I knew that I was cutting goods that I always had before; I watched for the persons who had been stealing, and extra precautions were taken to rail the places off, so that they should not steal without my seeing, but still the robbery went on in the barracks, and from information that I received I found that the parties were selling the clothing out of the barracks; I then laid a watch, and I took the party who was placed sentry on the shop; he had a false key, and every time he was placed sentry there he unlocked the store, and took out whatever he wanted; and when I took stock I was 60 *l.* short in deficiencies. I made an application then, saying, that it was no fault of mine, and asking for compensation for that deficiency, and I was thrown back on my bond, upon the agreement that was made, and I made every penny of it good.

8743. With regard to the kersey, you stated that there were about 1,100 yards?—I think 1,400, but that extended over 10 years.

8744. That would be 140 yards a year?—Yes.

8745. It came from the four divisions, did it not?—I am not certain as to that, not knowing whether there were three or four, but I think there were four.

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8746. Supposing you divided that quantity into the four divisions, it would be about 35 yards per annum for each tailor?—Yes; there was more than that of surplus. With regard to the white kersey, when I was cutting out 2,000 suits at that time we cut the jackets exceedingly short, in order to imitate the Royal Artillery, who never could cut things short enough, and I have had frequently to fall back upon the diagrams, to protect myself, since the long-waisted coats have been introduced.

8747. Do you think that you could have saved more than 35 yards in 2,000?—At that time; not now.

8748. Now you could not save anything like it in white kerseys?—No.

8749. In that which came from the four divisions there would not be more than 35 yards per annum for each tailor?—If the men were small we could save an inch or an inch and a half on a white jacket now under the present system by careful cutting. We have now a large number of men in the marines who are under the standard.

8750. You can save an inch or an inch and a half; how many white kersey jackets do you make up in a year?—Last year I made 2,008.

8751. Call it 2,000; that would be 2,000 inches?—Yes; it would run very nearly to 60 yards.

8752. About a couple of pieces in the year, of kersey?—Yes.

8753. Do you know how much per yard you would get for that kersey?—Three shillings a yard. I think it was 3 *s.* 3 *d.*

8754. That will be about 9 *l.* a year?—I suppose it is. I have not calculated it.

8755. That would be by careful cutting?—Yes; it is all done by cutting carefully, and paying attention to your own business; if I trusted it to another person they would take the whole quantity, not being interested in making it go as far as I could.

8756. The per-centage is an inducement to you to cut carefully?—That is the only inducement, and it is possible that any man who was not interested in saving it would cut it all up.

8757. Suppose the per-centage were taken away, you would hardly cut the cloth in such a way as to return anything?—If the understanding was, that I was to take the cloth, and cut it on the same principle as before, and return all the savings to the Government, I should be bound to do so, and could do so.

8758. Which would you prefer, having the per-centage, or an allowance?—A stated salary is the best for a man, he cannot then be implicated with any parties. I would rather work on a stated salary, for then I know what my income is, providing they gave me such a salary as would do the work; it would not do to regulate that salary according to my own. I could not do all the work myself; I keep a person writing and I keep a person cutting for me.

8759. You have stated that your pay is about 120 *l.* a year?—Yes, from the service.

8760. Then out of that you have to find a cutter?—Yes, and a person for writing.

8761. You could not do without the per-centage?—No, I pay one of them, my manager, 75 *l.* a year and clothing.

8762. He probably has other business to do?—Yes.

8763. He is not confined to the work for the army?—No, he is not.

8764. Have you to employ a cutter for the marine work alone?—I have to employ an extra person if I keep on cutting. I employ an extra person all the year round.

8765. What do you pay the persons whom you employ for the marine work alone?—I pay for the marine work in wages about 24 *s.* a week.

8766. Suppose 2 *l.* a week was the amount that you got for the perquisite, you would then have left out of the perquisites 16 *s.*?—Yes.

8767. Or 1 *l.* in addition to your pay?—Yes.

8768. That would bring your pay up to 170 *l.* a year?—Yes, about that.

8769. I suppose you make clothes for the officers?—Yes.

8770. And that gives you a connexion with the officers?—Yes; I am recommended to regiments through the influence of the officers.

8771. Which is an advantage to you?—Yes.

8772. With respect to the transaction that took place between you and Messrs. Hebbert; when did you come to town?—Last Sunday morning.

8773. When

8773. When did you go to Messrs. Hebbert?—On Monday.

8774. Did you offer them the cloth for sale?—Yes; I was introduced to them through a firm in London.

8775. Who was it?—Mr. Reeves, his traveller, (I think they are sword makers) was stopping at my house, and he came up with me.

8776. And you offered 1,000 yards of cloth for sale?—Yes.

8777. How much of it was red, and how much of it black grey?—Four hundred of it was red, and 600 of it was black grey.

8778. Will you state the price at which you arranged to sell it?—Seven shillings and 4 *s.*; 7*s.* for the red, and 4*s.* for the black grey; the greatest portion of the black cost me 5 *s.* 9 *d.*

8779. Why did you sell it at a price which you considered to be under the mark?—As I was prohibited by the Marine Office from having any traffic with the men, or selling to the men. A serjeant-major was reduced at Plymouth through me, and there were steps taken then to close my private business; it was made a political matter, but I overruled it at the Admiralty. There was a letter couched in such terms from the Marine Office, that it was overruled, and to a certain extent it prevented me from disposing of it, and doing the usual business.

8780. What was your private business with the men?—When the men go on board ship the officer generally in command of the party applies to me to fit them with necessaries to wear whilst at sea; undressed clothing. Then I supply the things on board by the consent of the officer, and the men have to pay. The officer pays it to me when he receives it from the men.

8781. Suppose a man wanted an extra shell jacket, you supplied it to the man with the consent of the officer?—Yes; but I did not confine myself to that on shore; if there was anything of that sort that a man wanted, and he came to my shop and wanted a jacket, I always supplied it, a very superior article; and he found it his interest to save his money and come to me and buy.

8782. Supposing he had worn out his jacket, by the regulations he will be obliged to buy a new one, and he would buy one of your mark rather than go into the store?—Yes, because I always supplied a very superior article; but I charged a great deal more money.

8783. It was the habit of the men to do that?—Yes; and it was known that it was done by the officers, and it became proverbial among the Marines that the clothes supplied by the Government did not wear like the cloth that was supplied by the master tailor privately. That came out before Colonel Owen. I pointed it out. When I wrote to a merchant for cloth, I told him to send me 500 yards of good red cloth. I never confined him to price, and the men paid me the price. The Government price appeared to me to be always exceedingly low, and a good article never could be supplied for it.

8784. How long ago did this take place?—It is possible that it was stopped about six or seven months ago.

8785. You have stated that it was made a political matter: what did you mean by that?—When Colonel Coryton was there he wanted me to vote differently from my sentiments; he had me in the barracks, and I was before the committee at that time.

8786. How long ago was this?—When Lord Derby was in power.

8787. Did you say that you were examined by a Committee of the House of Commons?—Yes.

8788. When?—About four or five months after Lord Derby came into power; it was the Committee sitting on Dockyard Appointments.

8789. You say that you offered these goods to Messrs. Hebbert, at 7 *s.* a yard for the red, and 4*s.* a yard for the grey; did you believe that to be under the market price?—Yes, a long way.

8790. How was it that you could not get a higher price?—I do not think it is possible for anybody to use it but a manufacturer.

8791. Consequently he could fix his own price?—No. I fix the price that I knew he could buy it at, though it cost me a great deal more money. I know the market prices as well as Messrs. Hebbert do.

8792. With respect to the 400 yards of red, and the 600 yards of grey, how much of that was surplus, and how much of it was saved by you out of the cloth that was given to you to cut up?—I have cut up, on the new pattern, somewhere about 1,000 suits on the average; and I might say that I saved from two to three inches

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inches on the red, the men being small. Then I had a surplus from the two militia regiments that I worked for.

8793. How much of this was from the marines?—For 1,000 suits from two to three inches on each.

8794. That will be 3,000 inches?—Yes, 100 yards.

8795. Then 100 yards out of 400 would have been surplus cloth, your perquisite?—Yes.

8796. Was any of the black grey surplus cloth?—Yes; I get about the same proportion in blacks as I do in the others; the men run small now.

8797. Did this black grey form any part of the surplus cloth from your cutting?—Yes, 100 yards, I dare say.

8798. What was the rest of the 600?—What I bought at the time the war was going on.

8799. What was the rest of the red?—From the surplus that I have had from the 69th, which I am now working for; I fitted their clothing this year, and for two militia regiments, and drummers' cloth I supplied.

8800. Do you mean to say that the rest, besides the surplus red cloth, was cloth which you had purchased in your ordinary trade?—Yes.

8801. You mentioned a transaction that you had in the early part of this year, in consequence of the cloth not having been supplied for making up for the marines, at Plymouth?—Yes.

8802. Was any part of the cloth that you offered to Messrs. Hebbert, part of the cloth to which that transaction refers?—Yes, I put in my own cloth, and saved the other cloth when it came.

8803. You have said that this red cloth was part from the surplus of the marine supply, and part from your private trade?—Yes.

8804. Was not part of it what you had in exchange for other cloth that had been made up?—Yes, perhaps 150 yards; I used it from my own stock till the other came, and therefore I had to take it back from the other.

8805. The cloth was short at the beginning of the year?—Yes, and up to the present time.

8806. And you had nothing to work upon?—No.

8807. Having nothing to work upon, did you make an offer to work up some of your own cloth if you had it replaced?—Yes.

8808. To whom did you make that offer?—To the quartermaster, and the colonel approved of it.

8809. How much did you make up of your own?—I did not keep any account, and I cannot tell; I do not know whether it was for three months or a month; I cannot tell; if it was a month I should work up perhaps 200 suits.

8810. When did the red cloth come down?—We have received it in parcels of 100 coats or 200 coats, and next week I should receive 200 pairs of trousers; and then the shoulder-straps, they have come in such parcels that I never had anything like it since I have been in the corps.

8811. How much did you use of your own cloth?—Perhaps 40 or 50 suits a week, in a fortnight, or three weeks.

8812. Forty or 50 suits for three weeks, would be about 150 suits?—Yes.

8813. One hundred and fifty suits would be 225 yards?—Yes.

8814. Then you must have used 225 yards of your own?—Yes.

8815. Was that cloth examined by the quartermaster before you made it up?—No; they always know that my cloth has been superior for years; I knew that there was superior cloth coming, and therefore I calculated that mine would be replaced by cloth equal to my own.

8816. Colonel *Gilpin.*] It was not inspected by anybody?—Yes; it is all inspected.

8817. Mr. *T. G. Baring.*] Suppose you had made up bad cloth of your own, and the quartermaster had inspected it, he might have rejected it if he pleased?—Yes; it is sure to be known.

8818. It is passed by him after it is made up?—Yes; every suit of clothes is passed by him, and by the second commandant too.

8819. These clothes would be inspected by the quartermaster and by the second commandant after they had been finished?—Yes; every garment is inspected by the quartermaster individually, and then by the quartermaster and the second commandant jointly.

8820. There was no chance of the cloth that you employed being of inferior quality

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quality to the pattern?—No, the only risk that I ran was, whether I should get cloth equal to what I put in.

8821. When the cloth came down, how was the return of cloth made to you?—Nothing was said about it; the quartermaster when he comes to take my stock expects to find it correct, and that it tallies with his account that he has to send to Government. I could not make away with more than 50 *l.* worth. He sees that I am all right with the quantity, and that he gets his accounts made out.

8822. He would probably put down "Given to Cross, master tailor, six bales, 50 suits each, say 300 suits; made up 250 suits; debit Cross 50 suits?—Yes.

8823. He would see what you had in store?—Yes; I am obliged to count it before him, and if he is perfectly satisfied, and his accounts are correct, they go away.

8824. In that way, it is quite impossible for you to make away with any cloth that is given to you; you must return it in made-up clothes?—Yes; I am likely to be called upon at any moment; every week if he thinks proper to do it.

8825. You have stated that you made an agreement with Messrs. Hebbert, that if this cloth which you engaged to sell them was rejected, you would take it back?—Yes.

8826. You stated that you would have stopped the delivery of this cloth?—Yes.

8827. For what reason?—Because I did not think it fair that Messrs. Hebbert, in a business transaction, should summon me at a moment's notice before this Committee. I conceive it was through them.

8828. Have you been staying at Messrs. Hebbert's lately?—No, I only called there yesterday afternoon; it was arranged that I should call. It was hinted to me yesterday morning that it was likely I should be wanted before this Committee, and I was taken quite aback by it.

8829. Whom did you see there?—Several gentlemen. I did not know Mr. Hebbert.

8830. Were they in the room?—Yes; they appeared to be the firm; I was dealing with more than one; two of the gentlemen are here.

8831. Was the gentleman sitting behind you, in spectacles, one of them?—Yes. I do not think I saw him the last time.

8832. You saw Mr. Bischoff and Mr. Biden, probably?—I do not know; there were three or four.

8833. Did you see Mr. Ackland at Messrs. Hebbert's?—Yes; I think I saw him last night.

8834. Did he bring a summons to you?—No. They wanted me come down voluntarily; and in the afternoon I was told I must go with them before the Committee.

8835. Did they have any conversation with you as to Mr. Smith?—The conversation was drawn out of me; I do not know whether I began it, it was so promiscuous with me; and no doubt those gentlemen were taking more notice of what I was saying than myself, having not the least suspicion that there would be anything of this.

8836. Can you recollect what conversation took place with them about Mr. Smith?—I think I asked the question, how they got on with their contract; and I think certain things were said about how they tested the cloth, and I said it was a very strange way of testing it. I think it was tested by acids.

8837. Did they say that it was tested by acids?—I think they did; and I at once said, "If I was a contractor, and I knew that a cloth was going to be tested by acids, I should decidedly object to it."

8838. Do you know that the cloth is not tested by acids?—I have not heard a single sentence of the report.

8839. Did they make you understand, that they believed that Mr. Smith had been in any way bribed as against them, in respect to the reception of goods?—No.

8840. They did not ask you whether you had heard anything of that sort?—No. I think if anything was said about Smith, it was by me.

8841. You have stated before, that you told them it was evident that Smith could be a party to oppose them?—Yes.

8842. You said that?—Yes.

8843. Did you know that Smith had opposed them in any way?—No; only

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only from General Wesley saying, that the whole of the things had been rejected; that was the first knowledge that I had about it, that they were taken before the committee and rejected.

8844. Did General Wesley mention the name of Mr. Smith?—No; he said, that the Board had rejected the things, and then my conclusion was that the Board of Officers were insufficient judges. I believe I really could put a bad cloth before the Board of Officers, and say, "What do you think of that gentlemen?" and, because they could not judge, they would pronounce it good.

8845. Were you ever at Deptford?—No.

8846. Do you know how the examination is carried on?—No.

8847. Do you know what part Mr. Smith takes in the inspection?—No.

8848. Do you know whether the master-tailor is present at the inspection?—I have been told so.

8849. Not having any knowledge of the manner in which the inspections are conducted, what reason have you for saying that Mr. Smith could, or could not, exercise any influence?—Because I think Mr. Smith was chosen because he was a judge of cloth, and had been in the trade.

8850. Who told you that?—I do not know that, but it was known that Mr. Smith was in the trade. I knew it; I cannot say how; and that he was taken for the situation as he was a qualified man.

8851. Do you know of your own knowledge what Mr. Smith does at the inspection, whether he merely obeys the orders of the Board of Officers, or whether he pronounces an opinion?—I do not know.

8852. You know nothing of your own knowledge?—No.

8853. How long have you known Mr. Smith?—I think it must have been nine or 10 years; I do not know how long he has been there.

8854. You stated that you were intimate with him?—I found him exceedingly civil when I called there, and willing to give me information when the contracts were to be altered, or whether it was likely.

8855. You have also stated that you have not seen him for one or two years?—I think I saw him this last August; I generally get leave, and call upon him.

8856. Where did you see him then?—In the store at Deptford.

8857. Have you ever seen him anywhere else?—Yes, at his house; I went from the store to his house.

8858. What did you go to Deptford for?—I generally come up for business and pleasure at the same time once a year, and I go down to see him for a run just in the same way that I should go to Greenwich, and I make it my business to ask him if there are likely to be any alterations; there have been so many since I have been there, that it materially affects me as to the cutting.

8859. You say that you went down on business and pleasure. Had you any business with Mr. Smith; did you go to make any arrangement as to the sale of surplus cloth?—None whatever.

8860. Did you consult him in any way?—No.

8861. Did you talk about the sale of surplus cloth, or the sale of any cloth?—No; I have not had any occasion to sell any cloth; I always had a market for it, except the white.

8862. You stated that you offered to use your influence with Mr. Smith?—To say that, I did not; I apprehended from Messrs. Hebbert that the test of acids was purely Mr. Smith's invention, and my influence would be, if I was talking with Smith, to say, that I did not think it would be a fair test; that is all the influence I should use, for if it was said, if cloth was good in every other respect, that it turned colour from acids, I do not think would be a fair objection.

8863. That was all you meant?—Yes.

8864. In answer to Question 2349, the officers state, in answer to a statement that was made by Messrs. Hebbert, "That the dyes of our cloths are tested by him, and rejected in consequence;" "Messrs. Hebbert & Company's cloths have not been rejected, because the dyes have been tested;" if you had heard that before, you would probably not have thought it necessary to speak to Mr. Smith about it?—I did not know about it until Messrs. Hebbert told me; I apprehend that I could never use any influence that was not improper; I looked upon Mr. Smith as having a great public duty to perform, and it was possible for a man to step beyond his duty to the public and what was fair to the contractor in testing cloth by acids, the object being to detect whether there was cotton in it.

8865. Who said that?—Mr. Hebbert, I think, said that.

8866. Then

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8866. Then they did speak to you respecting Mr. Smith more than you at first stated?—I could not charge my memory; it was so promiscuous with me.

8867. When you said that you would use your influence with Smith, did you say it in such a way as that you could influence him by bribing him, or anything of that sort, or merely speaking to him with respect to the test of the dye which you heard from Messrs. Hebbert had been used?—That was all.

8868. There was another transaction that you had with Mr. Smith about eight or ten years ago; you said that you sent about 10 yards of white kersey to Mr. Smith?—More than that, and I think I had eight or ten yards of red cloth, or black, in exchange.

8869. You sent a certain quantity to him?—Yes; I know it was a small quantity, and I know that it was a small quantity of red or black cloth that I had in exchange.

8870. You sent it up in a bale along with some goods that were sent up to be sold as condemned stores?—Yes.

8871. Did you send it in one of the ordinary bales which you returned empty from Plymouth?—It was not in a bale at all; it was in a cask; I send all my deficiencies in casks.

8872. You mean goods that are condemned?—Obsolete stores on a change of uniform; within the last eight or nine months, or five or six months, I have sent up a largish quantity of obsolete stores.

8873. Those have been condemned by the Board of Officers?—They are condemned because they are not used.

8874. Are they condemned by a Board of Officers at Plymouth?—No; they have no control; we had an order down from the Marine Office in London.

8875. That order comes through whom?—It goes to the quartermaster, and I act under the quartermaster.

8876. The quartermaster gives this order to you with regard to the goods that are condemned?—Yes, and they are sent back to Deptford.

8877. And you put this white kersey into the cask?—Yes, on the top of it.

8878. Did it take up the room of anything else?—No; it filled up the cask.

8879. Did you consider that you were doing anything wrong in that?—Not at all.

8880. You wrote a letter to Mr. Smith at the same time?—I had asked the question before.

8881. Verbally, or by letter?—Verbally; whether he could effect an exchange, and he said he would try.

8882. Have you got the letter?—No; I attached not the least importance to the transaction.

8883. You said that the exchange must have taken place in the store?—Yes, because if I sent the contractor 10 or 15 yards of cloth that was perfectly good, he would hardly take the trouble to take it out of the store; constantly supplying it in, he would supply a piece less.

8884. That is, if the contractor had goods of his own at Deptford before they were examined but delivered, and waiting for examination, you think he would have taken your piece of white kersey, and given you a bit of red cloth in exchange?—Yes, and I could see no harm in it.

8885. It would be merely an arrangement with the contractor whose goods they were at the time?—Yes, that is the view I should take of it; that is my impression of the proceeding.

8886. Mr. *Brown Westhead.*] The exchange was between you and the contractor, and not between you and the Government?—Yes; I had nothing to do with the Government.

8887. Mr. *T. G. Baring.*] How did you get the red cloth back?—It was packed in a piece of loose cloth, in one of the same bales that came down with the 50 coats in.

8888. Supposing your recollection to be accurate, the cloth would have come back along with any other cloth that was going down to Plymouth?—Yes.

8889. Did you suppose that was at all improper?—No.

8890. Do the cloths come by sea?—Yes.

8891. Have you had any communications with any other contractors besides Messrs. Hebbert for the sale of cloth?—Never, unless I purchased direct for myself, to make up deficiencies.

8892. You have purchased from contractors?—Yes, such as shoulder-straps or buttons.

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8893. Is Mr. Steed at Leeds a contractor?—Yes; not a military contractor; he is a merchant.

8894. Have you had any transactions of any kind, either by yourself, or through anybody else, and especially through Mr. Smith, with any other contractor?—Never; I never did anything with any contractor, unless it was purchasing little things that I have been short of, and which I had to supply.

8895. Do you know anything of Messrs. Dolans?—Yes, I know them well.

8896. Have you had any transactions with them?—I have merely sent for half a yard of green or yellow cloth, or a dozen shoulder-straps.

8897. Have you sold anything to them?—No.

8898. If you had a deficiency which you had to supply, should you apply to the contractor for it?—No; I should keep my savings for that.

8899. Was what you bought for your private trade?—Yes, unless it was since Christmas, and I sent to Messrs. Dolans. I was supplying serjeants' cloth out of my own stock, and I had no shoulder-straps, and I sent to them and got 12 pairs, for the accommodation of the Government, and I keep the Government 12 pairs back, although of no service to me when I get them; it was to facilitate my own work.

8900. With regard to the 37 and the 36 inches, I think you stated that you believed the inch difference went as a perquisite to Mr. Smith?—That was my impression; but I have no proof of any such thing.

8901. You cannot tell what becomes of the extra inch?—No.

8902. You did not get it?—No.

8903. You also know that it does not go to the quartermaster at Plymouth?—Yes.

8904. The rumour is, that the extra inch must be taken at Deptford?—Yes; the quartermaster has not issued an inch of cloth since I have been there.

8905. Have you got the letter of Mr. Smith?—No.

8906. You have stated that Mr. Smith, in answer to the first letter, said that you ought to complain to the Government?—Yes.

8907. Did your first letter complain of not getting the 37 inches?—I think I have received a new diagram, through the quartermaster, from the Marine Office, and I see that they deduct six inches from the single-breasted coat, and I think it will run very short. I see, by the second clause in the printed instructions, that the coat is to be supplied according to the rules of the trade, and in the new supply I should require that supply. I think the answer was, that if in the new supply the Government did not allow a sufficient quantity of cloth, I was to make my complaint to the necessary parties in the barrack.

8908. Did you consider that that answer was intended to induce you to conceal the non-supply of 37 inches?—I explained before that I wrote again.

8909. Was not that a very proper answer to give you?—Yes; if he was perfectly honest, and had only received 36 inches, that would be such an answer as I should have expected from him.

8910. As to the second letter, you were not so satisfied with Mr. Smith's answer?—I was perfectly satisfied as to the measurement; it was, that he would see that they were all right in future.

8911. Do you think that anything in the second letter implied that he was the party who kept back this inch to get the benefit from it himself?—It was my impression, and that was one of the principal things that I wanted to be introduced to Messrs. Hebbert for, to hear from them what amount they were supplying.

8912. You form this impression from Mr. Smith's letters?—Yes.

8913. You cannot produce the letters?—No.

8914. Did you not know that in all other contracts cloth was supplied at 37 inches to the yard?—That was my impression; I never questioned the point; I had an ample supply.

8915. You stated that you took red and black grey cloth to Messrs. Hebbert for sale; why did you not take the white kersey too?—Because I only made up my mind last week to come to London. In looking over my business affairs at home, I found that I had a large quantity of cloth, and I thought that I was a fool to keep it there, seeing that I had no chance of disposing of it, and I had better turn it into cash.

8916. White kersey is of little value to anybody except to contractors for the Marines.

Mr. *B. Cross.*
8 August 1857.

Marines. Why did you not go to Messrs. Hebbert's and dispose of the white kersey?—I never heard of doing such a thing; I never thought of selling a yard of cloth to any contractor up to that time; it is only within the last week or 10 days that the thought entered my head;. I think since Mr. Reeves was down at my house, I think, eight or nine days ago.

8917. Who is he?—He is a traveller for a firm, sword makers and army accoutrement makers.

8918. Where does he reside?—In Ayr-street, Piccadilly.

Martis, 11° *die Augusti*, 1857.

MEMBERS PRESENT.

Colonel Boldero.	Mr. Jackson.
Mr. T. G. Baring.	Mr. Newdegate.
General Codrington.	Sir C. Napier.
Mr. Corry.	Mr. Monsell.
Viscount Duncan.	Mr. Philips.
Colonel Gilpin.	Sir John Ramsden.
Lord Claud Hamilton.	

COLONEL BOLDERO, IN THE CHAIR.

Mr. *Benjamin Croker Cross*, called in; and further Examined.

Mr. *B. C. Cross.*
11 August 1857.

8919. *Chairman.*] YOU were asked for some letters?—Yes; this is the only letter I have received (*producing the same*).

8920. You cannot find the other letters to which you referred?—No; I showed the letter to one of the firm, Mr. King, to show what sort of letter I would write; I wrote to them to search my pockets, and see whether there were any private letters in my pockets; and, if so, to send up all by post. I gave them no particulars why I did so, and they had not the least idea that I was before this Committee, and in answer I received this letter.—[*The same was handed in, and is as follows:*] "Millbay, August 10th, 1857. Mr. B. C. Cross,—Dear sir, Mrs. Cross has requested me to say that she has looked in all your pockets but could not find the letters you spoke of. The men for China left to-day; it was a very good job to get clear of them; things are going on very smoothly at the barracks."

8921. The answer is, that your wife could not find the letters that you wished to put in?—Yes; I thought I had them in London, but I found I had not got them.

8922. Mr. *T. G. Baring.*] You stated, on the last occasion when you were examined, that you had discontinued supplying the men with necessaries?—Yes.

8923. Was that in pursuance of a general order?—Yes.

8924. Did you make an arrangement with Messrs. Hebbert to supply any quantities of cloth periodically?—I told him that if he took this cloth, and if he would take my perquisites when I had them, if it suited him it would suit me to send them to him, seeing that I had no market for them; we came to no definite conclusion, because I did not know whether he would buy that which I had brought up.

8925. It was a mere proposition on your part, but no conclusion was come to?—None at all.

8926. With regard to the white kerseys, did you ever offer any white kerseys to Messrs. Dolan for sale?—None whatever; I am certain I never did.

8927. Nor to any other contractor in London or anywhere else?—No.

8928. That was the first time that you had had any arrangement with a contractor to take back goods?—The very first time.

8929. In your former evidence, what I did not quite understand, in answer to Question 8219, you stated that you thought on an average, if you had to make tunics for 100 men, you would have four or five tunics over?—Yes.

8930. And you stated in answer to Question 8211, that a tunic takes from 1 yard 16 inches to 1 yard 17 inches?—Yes.

8931. Take four and a half tunics in a hundred; take a yard and 16½ inches, which is between 1 yard 16 inches, and 1 yard 17 inches. I multiply 4½ tunics into 1 yard 16½ inches, the average that a tunic would take, and I find that it makes 6 yards and 20¼ inches?—I have not calculated it.

Mr. *B. C. Cross*,

11 August 1857.

8932. Assuming that 6 yards and 20¼ inches would be the surplus that you would have over the materials that you receive for 100 tunics, that is the surplus that you would get?—I have not gone into it.

8933. Take 100 tunics; you say that you do not get more than 36 inches in the yard?—Yes.

8934. That is 150 yards?—Yes.

8935. You say that you gain in making those 100 tunics, four or five tunics?—Yes.

8936. I take the average of that; the average of the quantity that you state is necessary for each tunic, and I deduct that surplus of 6 yards and 20¼ inches from the 150 yards?—Yes.

8937. That makes 143 yards 5¼ inches left?—Yes.

8938. If you get only 36 inches, you would have to make 100 tunics out of 143 yards 5¼ inches?—Yes.

8939. And I find that would only give you 1 yard 15½ inches to make each tunic?—I stated that I was not prepared when I came here to go into details; I did not know what questions might be asked me, and I also stated that the men were running small.

8940. Those answers were given by you, you say, because the men were running small?—Yes; it was not made a matter of calculation; it merely caught me at the moment, and I went as near as I could on the subject.

8941. This is the very essence of what you have stated; you say that you only got 36 inches to the yard, and according to my calculation, if it is correct, you would make a tunic out of 1 yard 15½ inches?—I stated, from 1 yard 16 to 1 yard 17; and I think that is not a great way out of the way, half an inch in a tunic.

8942. Do you mean to say that you can make tunics for the marines, who average an inch higher in height than the line, with 1 yard and 15½ inches per tunic?—Yes, from that to 16.

8943. Do you mean to say that you can make tunics for the marines, who average an inch higher in height than the line, with 1 yard and 15½ inches per tunic?—I dare say I could, with my close attention, and paying attention to everything, I could come to 1 yard 15⅓ inches, or 16 on the average.

8944. How much is allowed to the contractor for the line tunic?—A yard and a half.

8945. And they would run smaller than the marines?—I had a yard and a half; I have been making up for the 69th, and they allowed me that on every tunic.

8946. Was it not a yard and 17 inches?—No.

8947. Mr. Dolan stated that a yard and 17 inches were allowed; and I think he said that on a very large number of tunics a very small surplus remained; if that is so, how could you make the marine tunics, which are larger upon the average than the line tunics, with, on the average of 1 yard and 15½ inches?—If a yard and 17 inches are allowed, and I have a yard and a half remaining, with 36 inches to the yard from the army, that would about account for the thing, giving the extra inch.

8948. If Mr. Dolan's statement was correct, how can yours be correct, that you can make a marine tunic with 1 yard 15½ inches?—I cannot say why I can and another man cannot; I only say what I do myself; I have nothing to do with what another man can do; I only state that it is possible that one may take 1 yard and 18 inches, and it is quite possible that another man, taking time and exercising talent, may make it out of 1 yard and 15 inches.

8949. If you say now that you think it is possible that you can make the whole of the tunics, on the average, out of 1 yard and 15½ inches, what did you mean by saying before, when you were allowed one yard and a half, at 36 inches to the yard, that the quantity was so small you could not make it do, for you stated in answer to Question 8230?—That was before we had any supply; before an inch of the cloth was supplied on the new scale that that letter was written. I had had the new diagrams down, I should think, for two or three months before I had a bit of the cloth on the new scale; and seeing that there was a reduction made on the coat, I came to the conclusion that if there was to be such a reduction, it would require the whole supply; and the reduction must be made on a calculation of 37 inches to the yard, instead of 36 inches to the yard. That was just the purport of my letter, as near as possible, to Mr. Smith.

8950. Had you then received any supply?—Yes.

8951. How

8951. How does that account for the second letter?—The second letter was because it was not complied with; that I received 36 inches instead of 37, which made me remonstrate.

8952. You also stated, in answer to another question, that you considered the new supply, if it was for average-sized men, would run very close?—I did. On the peace establishment, the difference between the standard of the men and on the war establishment is very considerable. Our standard in the Marines was 5 feet 8 for years, and for a long time after the war our standard was above the Guards, or equal to the Guards, and above the Artillery, and they were not lowered until I believe we wanted more men in the Marines; they were not equal to the army, and therefore, I suppose it did not require lowering to the standard that it was afterwards lowered to.

8953. Do you say positively that you have been in the habit, under the new specification, of making tunics at 1 yard and 15½ inches?—I have no doubt of it, not the least, within half an inch. I said 16, I think; 15½ it may be possible, if I had to cut 100 out, if I used the same assiduity and ingenuity that I usually do, I might get it out of it.

8954. Would you have any objection to having the specification reduced to 1 yard and 16 inches?—The question with me would be whether my situation was worth my keeping, for I am not bound to remain in the Marines. I have a very good business, which I pay parties for conducting.

8955. General *Codrington.*] The reduction would diminish your perquisites?—Yes.

8956. Mr. *T. G. Baring.*] You gain two inches in every tunic?—Yes; I have not the least doubt of it.

8957. You thought that Mr. Smith sent you short measure?—Yes; I do not know why I should submit to that reduction, taking off six inches first on the coat, and then taking off the other, and the question would be with me, what was my situation worth to me under the circumstances. I should say here, that I have been persuaded by my friends, knowing what a business I was doing outside, to give up my situation in the barrack for some years, thinking that I should do much better out of it; but I did not feel disposed to take their advice, as when I had served 20 years I should be entitled to 2*s.* a day, and that always weighed with me in the service, there is no doubt of it; and after arriving at 20 years' service I should give notice, even with all the perquisites that might remain, to leave my situation.

8958. You came up to London, and you went to Messrs. Hebbert's to ascertain whether they had sent the 37 inches?—Yes; that was one of my principal objects.

8959. And you ascertained that they did?—Yes.

8960. Did you then make any representation to the quartermaster?—I have not been back since; I have not made any complaint; I presumed that, in the supplies that were coming, I should receive 37 inches from the very last letter that I received from Mr. Smith, and that I should not have any occasion to complain; I told Messrs. Hebbert & Co. that I thought I had a letter to that effect.

8961. You stated that you never had more than 36 inches to the yard?—Yes.

8962. And it was only quite lately that you represented this and applied for the difference?—Yes, and that not officially.

8963. How many yards of cloth pass through your hands in the course of a year?—About 2,000 suits.

8964. That would be a yard and half for a tunic, a yard and four inches for a jacket; that is, two and a half yards and four inches over, a yard and 13 inches for the trousers; call it altogether four yards?—Yes.

8965. That would be 8,000 yards?—Yes.

8966. You would get 8,000 inches if you had 37 inches to the yard?—Yes.

8967. Then you have lost 8,000 inches per annum?—Yes; but I think that 2,000 is rather more than the average, because I do not think on an average of five years that it would run perhaps above 1,800 suits.

8968. Call it 2,000, that would be 8,000 inches; how many yards would that make?—A little more than 222 yards; but I have not calculated it.

8969. I suppose we may put the value of it at 5*s.* a yard?—That is the full value.

8970. That would be 50*l.* a year?—Yes, I suppose so.

8971. It would be a considerable sum?—Yes.

Mr. *B. C. Cross.*

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8972. Do you mean to say that you have been always perfectly aware that you might have had 50*l.* a year more from your perquisites in your position, and yet you never thought of asking for it?—I have asked for it.

8973. But never until the last few months?—I have asked for it before the last few months, some years ago.

8974. When was it?—Many years ago; it was first, I should think, 9 or 10 years ago.

8975. Sir *Charles Napier.*] Did you ask for it of Mr. Smith?—Letters passed to that effect.

8976. Mr. *T. G. Baring.*] What answer did Mr. Smith give you?—I really cannot tell at this moment; I know that I have not had it.

8977. Do you mean to say that you applied 10 years ago for it, and that you received an answer the terms of which you do not recollect, and that you never applied through the quartermaster for it?—I never did apply through the quartermaster for it, because I knew that if I applied through the quartermaster I must make a complaint that I had not sufficient, and that I could not honestly do.

8978. Your complaint is that you have not got the proper quantity according to the custom of the trade?—I apprehend that the quartermaster would not have forwarded such a complaint.

8979. Why did you not make the complaint?—Because I did not believe it would have been forwarded; I must have stated on it that I had not enough, and I could not do that.

8980. You would have stated that you were perfectly aware that the cloth was sent to Deptford with the thumb in, according to the custom of the trade, but that the cloth you received was without the thumb in?—Yes; but that statement would not have gone forward in such a simple way; the question would have been, why do you make such a complaint; have you not enough?

8981. The complaint is that a quantity of cloth, which is forwarded by the manufacturer, is forwarded according to a certain measurment, and that measurement, you say, is not sent to you?—Yes.

8982. That does not affect the quantity, but it affects the honesty of the man who sends the cloth; can you state whether, according to your belief, although you do not know anything about it, that the inch was kept by Mr. Smith as a perquisite?—I think not; I think it was kept back, but who did it I do not know.

8983. Do you wish to state to the Committee that you do not know that it was kept by Mr. Smith?—I have not hinted such a thing that Mr. Smith had it as a perquisite.

8984. At Question 8309, I find that you were asked this question, "During the time of that contract you conceived, and in fact you knew that Mr. Smith was enjoying this perquisite? Yes."?—Yes; and I think upon that it was asked me at once, "Do you know that Mr. Smith gets that inch?" I think that was put also.

8985. The next question was 8310, "You are quite distinct upon that?" Your answer was, "Yes; because I know the cloth trade so well, and I am certain of it; having the printed diagram sent to me with every contract I know what the terms are." Do you mean to state that you did not know that Mr. Smith received this perquisite?—I think I also stated on Saturday that I did not know.

8986. You answered the Question 8309 on Saturday, "Yes;" now you wish to answer the question, "No?"—No; I am not confident that Mr. Smith had it.

8987. I put this question, "During the time of that contract you conceived, and in fact you knew that Mr. Smith was enjoying this perquisite." What is your answer now?—I do not know that Mr. Smith had it.

8988. Will you answer yes or no?—I cannot.

8989. Do you know?—No; I do not know that Mr. Smith had a fraction of it personally; I cannot say.

8990. If you ever said that you did know, you wish to amend that statement?—If I said so; I certainly do not know that Mr. Smith had it.

8991. Sir *Charles Napier.*] Who had it?—I do not know who has it.

8992. Did you state your belief that Mr. Smith had it?—That it was detained at Deptford yard.

8993. You received the bales from Deptford direct, and every one of them had but 36 inches to the yard, being one inch short?—Every one of them so far as I have

have measured; I have not measured every bale that has gone through my hands.

8994. Mr. *T. G. Baring.*] When did you measure the last?—The last I measured was the bandsmen's trousers.

8995. When did you last measure the red cloth for the tunics?—I am constantly measuring.

8996. Was it within the last week?—No, nor yet within the last month.

8997. Within the last two months?—I do not know.

8998. Within the last three months?—I really cannot tell you.

8999. You have given the Committee reason to believe that you think the perquisite is retained at Deptford, and if you are not in the habit of measuring the cloth that you receive accurately, how can you make a statement of that kind?—I have frequently measured it; you asked me whether I had not measured the red cloth.

9000. Do you know whether any red cloth has been sent for you to Plymouth?—I should think 1,000 suits since the new contract; I cannot say.

9001. How many bales out of those did you measure?—That I cannot answer; I do not know.

9002. Yet you have stated positively that only 36 inches to the yard came to you?—Yes; because I measured some.

9003. But not all?—No, nor yet one quarter.

9004. Have you measured an eighth part of it?—No.

9005. Or a tenth?—I have measured two or three.

9006. Out of 1,000 suits?—Out of the lot, and that would satisfy me; out of perhaps 20 bales.

9007. That has been all?—Yes.

9008. Yet you have stated that you were positive that only 36 inches per yard were supplied?—Yes; I knew from my cuttings. If I measure one bale, and I find, as a general rule, there is so much left, I take that as the rule right through.

9009. I collect this from you: when you state that a tunic would take from 1 yard 16 to 1 yard 17 inches to make it, if you receive only 36 inches to the yard, you would have, allowing your own statement as to the surplus to be correct, more than 36 inches to the yard, taking the cuttings?—I do not see that, if I had 1 yard and 16 inches. You caught me the same then as you do now, without calculation. I only go from general observation. If I said within half an inch on the coat, as a general rule, I think on the whole, as a general observation, I was pretty close.

9010. You stated from 1 yard 16 to 1 yard 17 inches?—Yes; that was full measurement; and put it that it was by superior judgment and attention to it.

9011. In so small a quantity as that, could you, by superior judgment, cut it out of 1 yard 16 to 1 yard 17 inches?—Yes.

9012. With respect to the cuttings, if you are correct you only receive 36 inches to the yard, and you can make a tunic from 1 yard and 15½ inches?—It may be so from my own cutting; I have not the least doubt of it.

9013. Then your first statement with regard to that was an over-estimate?—No. I can hardly tell what you are aiming at; whether I get 36 inches or 37 inches; I am positive that I only get 36 in anything that I have measured.

9014. You confine yourself to those you have measured?—Yes.

9015. Those were a very small portion of those that came in?—Yes.

9016. Colonel *Gilpin.*] How are the bales made up; do you get the bales complete, with a ticket on them, or are they cut up?—I got no tickets.

9017. Did you not once get one with a ticket upon it?—Yes.

9018. That gave you an idea that you did not receive sufficient?—Yes.

9019. You thought, as that was allowed by the Government, the perquisite might as well go into your pocket as into Mr. Smith's?—Yes.

9020. Lord *Claud Hamilton.*] I understand also, that in one instance you did have the manufacturer's lead ticket of the length on a piece?—Not a lead ticket, but the ticket of the manufacturer.

9021. In that piece of goods there was this difference, that in that case you received 37 inches and a bit of waste?—Yes.

9022. Was that the only single case in which you got that full measurement?—The only single case that I could have an opportunity of measuring and seeing what was supplied by the contractor, and what was supplied to me.

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9023. You state distinctly that that was the only occasion on which you could know what the manufacturers sent in, and that there was that difference between it and what you generally received, namely, the inch and the spare bit?—Yes, I am positive of it.

9024. Mr. *T. G. Baring.*] What do you mean by saying that that was the only single case in which you had an opportunity of seeing what the difference was?—As to the ticket, I never recollect having a piece of cloth with the manufacturer's ticket before.

9025. What sort of cloth was that?—Red cloth.

9026. When was that?—About six weeks ago.

9027. Do you know how many yards were in the piece?—I measured the whole of the bale through, and I found that it was only 36 that they had supplied to me, including the remainder that should make up the 75 yards; I only had 75 yards.

9028. The ticket was on the piece?—Yes.

9029. The ticket contained the contractor's statement of the length?—It did.

9030. You saw it?—Yes, I did.

9031. What deduction did you draw from that?—Measuring that, and then measuring the remainder that was in the bale, because one piece does not make 50 suits, that upon the whole, putting that piece together with the other, I only got 36 inches to the yard in that bale for 50 suits.

9032. What had the ticket to do with it?—The ticket convinced me that I should have 37 inches in that bale instead of 36.

9033. You compared the number on the ticket with the number of yards in the piece to which it was attached, and you found 37 inches?—Yes, but throughout the bulk only 36.

9034. That merely confirmed the impression that you always had?—Yes.

9035. Lord *Claud Hamilton.*] What you meant was this, that in this one instance you became exactly acquainted with how the manufacturer sent in the goods to Deptford?—Quite so.

9036. In this one accidental instance you saw at once that you were deprived of so much, namely, an inch per yard, and the spare bit per piece?—Exactly so, and upon that I was determined that I would prosecute an inquiry to see whether I was entitled to 37 inches instead of 36.

9037. Was that the occasion of one of your letters being sent to Mr. Smith?—Yes.

9038. You believing that he was the party who received those goods from the manufacturer with the extra inch per yard, and the spare bit per piece?—I had an impression that he perfectly well knew that there were 36 inches came to me, instead of 37. Whether he got it I could not say.

9039. You were perfectly aware of this, that up to the present time, upon all previous occasions this inch had been cut off the cloth before it came into your hands?—Yes.

9040. Viscount *Duncan.*] Was the period to which Lord Claud Hamilton has alluded, the first time that you were aware that you were entitled to receive 37 inches to the yard?—Yes, as the positive rule, though I was convinced in my own mind, from buying cloth as I do, as I got full 37 inches, and then seeing this ticket, confirmed me more, and also seeing that the supply now was cut short, very close, to what it was before, and that made me appeal for the 37 inches to the yard.

9041. What was the date of that transaction?—About six weeks ago.

9042. I understood you to say, in your previous evidence, that you applied, two years ago, for 37 inches to the yard?—Yes; but I never had it, and never pressed for it then.

9043. Were you not then aware that you were entitled to it?—Not so well as I have been since.

9044. If you were not aware of it then, why did you apply?—Because I thought then I was entitled to 37 inches.

9045. If your impression then was that you were entitled to 37 inches, why did you not complain, in the proper quarter, of not receiving the amount that you were entitled to?—Because I had such an ample supply given me, that I must have founded my complaint upon this, that I had not enough.

9046. Your supply was then so ample, that you were able to submit to a loss of about 50*l.* a year?—That is the statement.

9047. Sir *C. Napier.*] Are the workmen that you employ aware that you only receive 36 inches to the yard?—They have no knowledge whatever of what I receive.

9048. Did you never complain to them?—Not at all.

9049. You have stated, that if the Government reduced your allowance you would give up their employment?—No; I said it would be a question; I do not wish to throw that out; it appeared to me something like intimidation; it would be a matter of question if the Government reduces thus down to a certain quantity, then whether I would be content to make that do, and it would be a question for my consideration whether the situation would be worth my while to retain without the perquisite.

9050. Were you keeping an hotel when the Government appointed you?—No.

9051. Were you keeping an establishment of your own at the same time?—I was.

9052. If you had an establishment of your own as a tailor, and you could not do all your work, would you be likely to employ a man who had a very large establishment of his own too?—I cannot tell, you have put it in such a form.

9053. Would you employ a man who had an establishment of his own, or a common tailor to do your work for you?—I cannot see what analogy there is in that; I would just say that when I took my situation, I was advised by the officer that was there not to give it up; Colonel Adair, who was the Commandant then of the Plymouth Division, said, "Mr. Cross, the situation is a useful one; we do not know whether you are qualified or not; take my advice, and carry on your business till you see whether it answers us, and whether it answers you," and I took his advice, and the very last time that I met with him (he was generally there then) he complimented me upon the credit with which I had discharged the duties and the business that I was doing outside, and he believed it was a credit to the corps that such a person was conducting it, and I have always had the approbation of all the officers ever since I have been in the service.

9054. *Chairman.*] The result of your evidence is, that you have been in the habit of receiving pieces of cloth 36 inches in length, although they were delivered into the store at Deptford and ought to measure 37 inches?—Yes, that is my evidence.

9055. How long is a piece of cloth?—From 30 to 40, or 50, yards.

9056. Your evidence, also, is that you have received one inch short in each yard?—Yes; I have only received 36 inches instead of 37.

9057. You are aware that it was delivered into store as 37?—I am aware of it since I came to London.

9058. Viscount *Duncan.*] Have you ever had a contract with the Government?—At the War Office, and then not direct; it was done by the officers of the militia.

9059. Did you see a contract?—Never, only what they sent to me from the Marine Office, the same as what is given out to the public, showing the terms of the contract and the diagrams, and the printed forms with them.

9060. Are you aware that under a contract the cloth ought to be supplied according to the custom of the wool trade?—I am.

9061. How long have you been aware of that?—For years.

9062. Having been aware of it for years, will you state to the Committee what the custom of the wool trade is?—The custom of the wool trade, as I think I informed the Committee on Saturday, is to supply 37 inches to the yard; and that 37 inches to the yard is supplied liberally.

9063. Mr. *T. G. Baring.*] With the thumb in?—Yes; in the measurement.

9064. Viscount *Duncan.*] You had been aware of it for years?—Yes.

9065. Lord *Claud Hamilton.*] In the answer that you gave to Mr. Baring about the measurement of the cloth, and the cutting up, did you speak of the cloth as required for the diagram, or as required according to your system of cutting up?—In my system of cutting up; I think I stated on Saturday that the clothing sent down from London we term slop-clothing, and that clothing is sent to sea; and if any gentleman here has been on board a ship, it is well known that the clothing is universally condemned both by the men and by the officers, and there are scores of suits which never go near the men's backs, the expense of altering would be so great; and if he came on shore he would not be allowed to wear it, as it cannot be made uniform.

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9066. General *Codrington.*] You are speaking of slops, are you not, and not Government clothing?—Yes, it is the yearly clothing sent from London.

9067. The slops are paid for by the men?—No; slops, or army clothing when a man goes to sea; there is always one suit of clothes taken with him besides the clothing which he has on.

9068. It is Government clothing that you speak of now?—Yes; that is made in London; and that clothing has been condemned by officers and men for years past, because it is cut according to the diagram, instead of being cut according to the men themselves.

9069. But being made of the same cloth and materials that are supplied by the Government?—Yes, I believe so.

9070. Mr. *T. G. Baring.*] You make up the goods to measure?—Yes.

9071. You take a pride in fitting the men well?—I am forced to do so; I have to please so many officers.

9072. You measure each man, and take care that he has a good fit?—Yes.

9073. Lord *Claud Hamilton.*] You were asked by Mr. Baring whether you measured the cloth or not; what was your answer; that you did measure it, and satisfy yourself as to the length of all the cloth that is sent down to you?—No; if I did it would occupy so much time that I have never measured one-twentieth part, nor yet one-fiftieth part; and I will even say not one-eightieth part of the cloth that I have cut up in the barracks.

9074. Is it not the fact, from your practical experience in cutting, that you would at once find whether there was a deficiency or not?—Yes.

9075. You virtually satisfy yourself of the length from the results of the cutting up?—Exactly so; and occasionally from curiosity I occasionally measure a bale of cloth.

9076. Mr. *Corry.*] Have you invariably found that in the pieces you have measured the measurement was only 36 inches to the yard?—For the bulk, always.

9077. Have you ever found any pieces that were 37 inches to the yard?—Never.

9078. Mr. *T. G. Baring.*] Did you never keep a record of those measurements?—No.

9079. Viscount *Duncan.*] Did you measure them yourself?—Always.

9080. Is any one present when you make those measurements?—No; and never was.

9081. Lord *Claud Hamilton.*] You stated on Saturday that you considered the great mischief of this system of Government contracts was the influence and the power of intermediates?—I did.

9082. Will you explain to the Committee whether you conceive that those whom you call intermediates could influence a decision of a committee of inspection?—If I were situated as one, the officers knowing me to be a judge of cloth, I believe I could influence any Board. It is possible that there may be individuals upon the Board who would not be influenced; but as a general rule, knowing that I was a practical man, and they themselves not being so (and some have expressed to me that they were not) would be influenced by me as a judge, I think.

9083. Have you any reason to believe that it ever occurred that light samples were produced, so as to represent the whole by some proceeding of the intermediates, and that a fair inspection of the goods does not take place?—I should on the whole think that every piece of cloth that came to me, or every forage cap supplied to the divisions, could not have been examined, the whole of them, by the whole Board of Officers, any more than my measuring every yard of cloth. I would say that when my stock is taken, and the quartermaster comes to take my stock, he takes his measure in the bulk; sometimes the bales are broken, and I put down 1, 2, 3, 4, 5, 6; 14 yards, 16 yards, 18 yards, 20 yards; I measure the whole, or pick out any that he likes; it is generally taken out a piece here and a piece there, a piece here, and a piece there, and that generally represents the measurement for the whole.

9084. Would it not be the person who prepares and samples the cloth for the committee, who, if he wished to do it, would be able by putting light specimens, or badly dyed specimens before the officers, to prejudice the opinion of the committee against the whole supply?—I think that is hardly a fair question to answer, what a man could do, and what would be done; I apprehend that if a quantity of cloth

was

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was supplied, and the Board was sitting, the Board (if I was the party alluded to) would say to me, "Take that piece there; take that piece there, and that piece there," and finding that the whole of them were equal to the pattern, they would presume that the bulk was there; and I apprehend that that is the way that every Board would do it; it would be impossible out of 1,000 yards, and 1,000 various things, that the Board could minutely inspect every bit, but they take only detached pieces.

9085. If the piece that you selected was inferior, would you not examine the remainder, or would you reject the whole?—That immediately would demand an inspection of the whole.

9086. You would not reject the whole because a sample was inferior?—No.

9087. General *Codrington.*] Do you know the rule that is laid down in taking a contract?—No.

9088. You do not know whether the rule is, that if a part is deficient, the whole may be rejected?—No.

9089. Mr. *T. G. Baring.*] Colonel Stransham in his evidence, in answer to Question 2435, states, "As regards the cloth which is for survey, the president generally calls for and points out a particular piece of cloth to be placed on the table for survey." That is the way you would suppose the thing would be done, would you not?—Yes, I have just stated so.

9090. Suppose the president calls for and points to a piece of cloth, could the foreman of stores there select any piece that he chose?—I do not think that he could.

9091. He must take that piece which the president points to?—Yes.

9092. The foreman of stores could not bring forward improper pieces of cloth if the chairman and the committee did their duty?—I think not.

9093. Mr. *Jackson.*] I understand that your pay is about 2*s.* a day?—Yes, about 1*s.* 10½*d.* a day, as serjeant's pay.

9094. And, in taking the position of master tailor, you did not calculate as your reward the amount of pay that you receive in connexion with the office; your emolument was derived from the spare cloth that you got in cutting up the material that was supplied to you?—Yes, and the price paid for cutting; every garment is paid separately for.

9095. If you possessed more skill than another man in making the cloth go further, you would gain a greater perquisite?—Yes; hence, I have given close application to all my business, knowing that I was a personal gainer by it.

9096–7. You believe now, as I understand you, that any saving that you may make out of any given quantity of cloth furnished to you, belongs exclusively to you?—I should dispute any person taking it from me, unless it was the Government themselves, and then I must submit; but any individual, such as the quartermaster or the colonel taking it, I certainly would resist it, even to an inquiry.

9098. You consider as part of your wages or emoluments the surplus cloth you save by the exercise of your skill and ingenuity?—Yes, exactly so; and I would not give it up to any person at all.

9099. Do you think that that system is best for the public service, or would it be better to increase your pay so as to give the Government all the advantage of your knowledge and skill?—I think a fixed salary is the best, and that every person should be bound, either by contract or by oath, that there should not be anything but what was honest and fair.

9100. You make your calculation in disposing of the surplus cloth over and above the quantity that you use out of the quantity that is furnished to you, that it will produce you a certain amount per annum; do you estimate the cloth as being worth to you as much as the Government pays for it?—When I was allowed to do business with the men——

9101. But under the present system?—Now I am deprived from serving the men unless I serve them with the consent of the officers afloat, and they take not only that article but a large bulk of things; and in many ships I send 150*l.* or 200*l.* worth out. I have a large capital disposed all over the world in that way.

9102. Therefore, in calculating your emoluments under the present system, you calculate that you will have to dispose of that cloth at a lower price than the Government paid for it?—Yes.

9103. To that extent then the present system produces a loss?—Yes.

9104. Having calculated your perquisite at the rate of 36 inches to the square

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yard, and being content with this, and it having been stated in evidence that 37 inches are given by the manufacturers, which of course the Government have to pay for indirectly, the evil of the present system is in the proportion that 36 bears to 37?—Yes.

9105. Therefore, to that extent the present system is injurious to the public with regard not only to the profit with which you are contented up to 36 inches, but the extra profit on the inch, which, on 2,000 tunics, is a dead loss to the Government?—Yes; unless I take into consideration as no loss, if you pay a small amount of wages for it; but if you give 50 *l.* a year to a person employed you reduce that amount, and there is no loss or gain to the Government; it amounts to the same thing, only they give it in hard cash instead of as a perquisite.

9106. If the Government specify that they require 37 inches to the yard, instead of 36, do not you think that the manufacturer, in calculating what he could deliver it at, estimating it at 37 inches, would add it to the cost?—Yes.

9107. You do think that the present system is a wrong one, inasmuch as the perquisite given to you out of the 36 inches enables you to get a handsome salary, notwithstanding that you sell the surplus at a loss?—The salary is not very handsome for a man in business. I pay the persons in my employ very near the amount; but there are other things in business connected with my being master tailor. The officers in the marines recommend me to officers in the army. My business is interwoven with my situation; and it would become a matter of consideration with me, if the pay was reduced up to the present time, whether I could disconnect myself without injuring my private trade; and it would be some consideration with me before I could come to any conclusion.

9108. You found out by accident that, instead of getting what the manufacturer supplied to Deptford, namely, 37 inches to the yard, you only got 36?—Yes; and that confirmed me.

9109. But you suspected it before?—Yes.

9110. Is there any other party, besides Mr. Smith, through whom that cloth passes, before it comes to you?—No; it goes into the quartermaster's charge; but he never sees it opened till I open it.

9111. If, therefore, it is in evidence that this cloth passes into Mr. Smith's hands, that Mr. Smith measures the quantity, and he states to the contractor whether it is deficient, and he tells the contractor whether it is in excess, showing that he does know what the actual quantity received is, and passes it on to you, that one inch must remain in his possession?—It must remain at Deptford.

9112. Can you give the Committee any idea what would be the profits arising out of that one inch so retained upon the total quantity going into Deptford?—Taking the average supply of clothing, perhaps from 8,000 to 9,000 suits per year to the four divisions.

9113. Sir *Charles Napier.*] How many yards?—Thirty-two thousand yards; then 32,000 inches; if you put that into yards, then you would get at the value.

9114. You get 32,000 inches?—The whole of the divisions do.

9115. Then the whole of the four divisions give to Mr. Smith, or whoever else gets it, no less than 32,000 inches?—Yes, if it is correct what I have stated, that they only get 36 inches to the yard.

9116. Mr. *T. G. Baring.*] The whole depends upon the correctness of that statement, that Mr. Smith only sends 36 inches instead of 37?—Yes.

9117. General *Codrington.*] Suppose the Government were to give a very exact quantity, who could be answerable for the errors or accidents consequent upon making it up or cutting it out?—The master tailor.

9118. How could he be answerable for those accidents if he has no profit or perquisite?—He has no way of making it up unless it comes out of his own pocket.

9119. Unless there is a perquisite or a profit to provide for it, he could not be answerable for those accidents if the Government only allowed him very exact measurement?—He would frequently have to buy; I have now in some instances to buy.

9120. If this extra inch was your recognised perquisite, why did you not always insist upon it, although you had more than enough for the clothing?—I felt that if there was an inquiry went forward, it would cause an official inquiry, and instead of having more I should have less,

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9121. It was a question in your mind who should get the perquisite; you or somebody else?—If I made a complaint it must be upon the shortness of the quantity.

9122. In short, it was a question in your mind who should get the perquisite, you or somebody else?—Exactly so.

9123. You mentioned just now about some person being present, and influencing the examination; if your opinion was a good one, and you were an honest man, do you not think that your opinion would be worth having?—I think so.

9124. And be an assistance to the Board, if they required it?—Yes. I think the Board should ask, and could ask legitimately, for such an opinion.

Colonel *George Langley,* called in; and Examined.

Col. *G. Langley.*

9125. Mr. *T. G. Baring.*] YOU are the Assistant Adjutant-general, are you not?—Yes.

9126. You were directed by the Adjutant-general to write for certain returns?—Yes, on Saturday.

9127. Will you read the letter that you sent?—"Royal Marine Office, S.W., 8th August 1857. Sir, I am directed by the Deputy Adjutant-general to request you will direct six bales of red cloth, taken promiscuously from the quartermaster's stores, to be carefully measured (not by the master tailor) in presence of a field-officer, captain, and the lieutenant and quartermaster of the division under your command, and that you will forward their report, showing the actual measurement of each bale, and the length of cloth corresponding to the number of tunics each bale is marked to contain; viz., Bale, No. 1, 25 tunics = yards inches; Bale, No. 1, actual measurement = ."

9128. Have you received any returns?—Three have arrived this morning.

9129. Have you received returns from Gosport, Woolwich, and Chatham?—Yes. None has come from Plymouth. I suppose the quartermaster was engaged in embarking the baggage and stores of the men going to China.

9130. Will you refer to the Woolwich return?—Yes.

9131. Is it not the fact that they have measured there at 37 inches per yard?—Yes.

9132. And the total of the six bales comes to 450 yards 27 inches, at 37 inches per yard?—It comes to 450 yards and 9 inches, at 37 inches a yard.

9133. That would give 9 inches above the full measure, allowing 37 inches to the yard, and not 36?—Yes.

9134. This was cloth sent from Deptford to the quartermaster of each division? Yes, taken out of the quartermaster's stores.

9135. This would be cloth which Mr. Smith would be responsible for sending?—It is cloth that is supplied from the Deptford stores, and it must be taken out of his stores and measured there.

9136. When were the bales sent in?—It is not stated in the Woolwich return; it is in one of the returns; in the Chatham return it is stated.

9137. They measured it at 36 inches, did they not?—"The committee proceeded to the quartermaster's store, and having measured accurately a length of six yards of 36 inches to the yard on a long table, caused six bales, said to contain 50 tunics, or 75 yards each, to be opened and passed over the said measure smoothly and evenly, but without any stretching, and the following table shows the result."

9138. The total result is, how much surplus?—On 461 yards 11 inches of actual measurement, the surplus was 11 yards 11 inches, or 407 inches in 450 yards.

9139. Above 36 inches per yard?—Yes.

9140. When were the bales received?—Three were received in April 1857, and three in May 1857.

9141. *Chairman.*] Are they in store?—Yes; they are clothing that has been supplied for the present use of the men.

9142. Sir *Charles Napier.*] Has the measurement been going on for the last 8 or 10 years the same as that?—This return was sent for on purpose.

9143. Then you do not know anything that took place before that; it was got up for the occasion?—It was got up for the occasion to ascertain the truth.

9144. General *Codrington.*] As I understand, the bales were there in April and May 1857?—They were delivered then.

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9145. Mr. *T. G. Baring.*] When Sir Charles Napier said that they had been got up for the occasion, how could they be got up for the occasion?—They were called for on Saturday evening to ascertain the truth of the measurement of the bales.

9146. Did you write the letter that was sent to the different divisions?—I wrote it myself.

9147. No other communication has taken place?—Not the slightest.

9148. The Board of officers measured the cloth in consequence of the order sent to them?—Yes; in consequence of the orders sent by this letter.

9149. There is also a return from Gosport, is there not?—Yes.

9150. Does not the return there give a surplus of from one to two yards in every piece above 36 inches?—No; the surplus on the first bale appears to be, instead of 75 yards, 76 yards 6 inches; the surplus on the second bale was only 9 inches.

9151. *Chairman.*] What firm supplied that cloth?—I do not know.

9152. Mr. *Corry.*] Is that surplus which you have measured, the surplus over the 36 inches per yard?—Yes.

9153. Lord *Claud Hamilton.*] How many pieces are there in a bale?—Each bale is equal to 50 tunics, which would give 75 yards, the measurement allowed by the diagram.

9154. Mr. *T. G. Baring.*] In no case in those returns is the measure sent by Mr. Smith exactly 75 yards, but always over?—Always more than the 75.

9155. And always more than the 36 inches per yard?—Yes, as shown by those returns.

9156. Those measurements were taken by a Board?—Yes; by a field-officer, a captain, and others in the quartermaster's stores, before they got into the possession of the master tailor, one at Woolwich, one at Chatham, and one at Plymouth.

9157. Sir *Charles Napier.*] It appears in evidence that at Plymouth the cloth never went into the quartermaster's hands at all; that it was never opened by him; that it went away from Deptford and arrived at Plymouth sealed up, and was never opened by the quartermaster at all, but it was opened by the tailor alone?—Yes.

9158. Is that the same at all the other yards; do you know of your own knowledge whether or not the bales are opened by the quartermaster or by the tailor?—I believe the usual custom is that the quartermaster receives the stores, and he gives a bale, which is stated to contain 50 tunics, to the master tailor, and the master tailor is responsible to clothe 50 men with that bale.

9159. Does the master tailor open the bales, or does the quartermaster open them?—The master tailor, certainly.

9160. At all the establishments?—I believe so; I believe the quartermaster does not interfere with them.

9161. Lord *Claud Hamilton.*] Then the quartermaster does not test, before he delivers it to the master tailor, that the quantity in the bale corresponds with the measurements given with it?—Certainly not.

9162. Therefore the evidence that you have produced is not at all the exact measurement of the cloth as delivered to the master tailor?—This is the measurement of the cloth before it would be delivered to the master tailor.

9163. Mr. *Monsell.*] It is the measurement of the cloth as it is sent from Deptford?—Yes; before having been in the hands of the master tailor.

9164. Supposing that this inquiry had not been ordered, those bales of cloth, of which you have just spoken, would have gone into the hands of the master tailor without being examined by the quartermaster?—Yes.

9165. Mr. *Jackson.*] If Mr. Smith knew that those bales measured 37 inches to the yard, there is nothing to prevent him from charging the master tailors with the whole bales of cloth at 36 inches, and taking the difference to himself?—Yes; I think it is well known that the master tailors at the divisions are entitled to cloth measure.

9166. But it is in evidence from Mr. Cross that, until recently, he was not aware that he was entitled to 37 inches and only received 36?—The specification of the contract, in which it is stated that cloth will be supplied by the contractor according to the custom of the trade, goes to the divisions for the information of all parties concerned; and I imagine that the master tailor knows whether the cloth ought to come to him according to the custom of the trade.

9167. Lord

9167. Lord *Claud Hamilton.*] Does any of the information which you have got in those documents refer to a period prior to the commencement of this inquiry?—No; these were called for on Saturday evening.

9168. It cannot be considered information as to the practice that existed before this inquiry commenced?—No; I merely called for a return of six bales taken promiscuously.

9169. Mr. *Monsell.*] In the case at Chatham I understood you to state that the bales, the measurements of which you have given an account, were delivered in the months of April and May?—It is stated so in their return; the date of packing was three in April, and three in May.

9170. Viscount *Duncan.*] You are quite sure that the master tailors are aware that they are entitled to 37 inches?—I conclude so; it is stated in the public specification on the contract and tender, which is made by the contractor, and which is sent down to all the divisions for their information.

9171. That is submitted to the master tailors, and therefore they have an opportunity of inspecting it?—I conclude so; I imagine that it contains the diagrams, scale of measurements, and so on.

9172. Have you ever had any complaints made to you by any of the master tailors that they have not received the amount that they are entitled to?—Never.

9173. Lord *Claud Hamilton.*] Would that complaint come before you in your capacity?—Yes, it would; I imagine that if it was made to the quartermaster by the master tailor it would then be forwarded by the commandant to the Deputy Adjutant-general.

9174. Viscount *Duncan.*] I understand that you have not yet heard of any complaint made by any master tailor on the subject?—Yes.

9175. You would have been quite aware of it if there had been?—Yes.

9176. Mr. *T. G. Baring.*] You would be the proper person to whom the complaint would be made?—Yes.

9177. Mr. *Philips.*] Was the evidence given on the former day by Mr. Cross, in reply to some questions which I asked him, correct or not correct: Question 8526, "Have the goods which you receive from Deptford, after they have passed the Government inspection, the manufacturer's ticket upon them? No; that is always taken off;" is that correct?—I am not aware of that.

9178. "The cloth is sent to you without any memorandum at all? Only presuming that there are 50 coat lengths, or 50 trouser lengths, the garments are always sent to me in fifties;" is that correct?—I believe they are packed up in bales to hold 50 or 25.

9179. "What is the general length of a piece of goods? It varies according to the manufacturer; perhaps 30 or 40 yards." "It varies as it does in your own private trade? Yes." "Is the quartermaster always present when these goods come down to you at Plymouth? No." Is it the duty of the quartermaster to be there or not?—It is the duty of the quartermaster to receive those goods.

9180. "Is the quartermaster always present when these goods come down to you at Plymouth? No." Ought the quartermaster to be present or not?—He ought to receive them and take them into his store, and deliver them out to the master tailor as they are wanted.

9181. The quartermaster ought to receive them?—Yes.

9182. Mr. Cross says he does not; "He (the quartermaster) is present when you receive the goods, is he not? He has clerks under him that receive the goods and enter them in the regular form." "When the goods are sent from Deptford, does nobody else touch or open those goods before you see them, after their arrival at Plymouth? No." "When they reach Plymouth, and they are opened, are you the first person who sees them? Yes, the very first." "There is no intermediate person? No." "But the quartermaster is the responsible man, is he not? Yes." Are those answers correct, or not?—Yes, they are, generally.

9183. They are substantially correct?—Yes, I think so.

9184. Sir *Charles Napier.*] Ought the storekeeper at Deptford, or the leading man of stores to despatch the clothing to the outports?—I am not really in a position to answer what the duties of the Deptford Yard are.

9185. As Adjutant-general, you have nothing to do with the stores at Deptford?—Nothing.

9186. Therefore you do not know whether the storekeeper or the leading man should despatch the goods?—No.

9187. Does it appear to you that it is proper for the leading man to have

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power over all that clothing, and to despatch it to the outports?—I am not aware of the way in which the business of the shipping of those goods is conducted; I know that the supply goes from the Comptroller of Victualling to the quartermaster.

9188. Have you ever heard reports that the contracts were not properly conducted?—I have never heard reports that the contracts for the Marines were not properly conducted.

9189. Have you ever heard that contracts of any other description were not properly conducted?—I have seen statements in the public papers during the late war, about the quality of the goods supplied; not otherwise.

9190. *Chairman.*] When you wrote your instructions on Saturday to assemble a Board of inquiry at the four divisional stations, did you desire them to look into every piece of cloth that they had in store, or was it more limited?—My letter says that they are to take six bales indiscriminately out of the bales in the quartermaster's stores and measure them.

9191. Mr. *Monsell.*] Are the master tailors from Chatham, Gosport, and Woolwich present?—I do not know.

9192. Lord *Claud Hamilton.*] Mr. Cross stated distinctly, that when he wanted a supply of cloth he made requisitions to the quartermaster, and that he forwarded them to Deptford, and then the goods which he required were sent down from Deptford; is that the system, according to your knowledge?—No, it is not.

9193. From your evidence it appears that there are divisional depôts at each head-quarters of a division; that there are goods under the care of the quartermaster, and that the master tailor applies to him for them?—They are delivered out by the quartermaster to the master tailor for making up into clothing for the men; the quartermaster makes his demand, through his commandant, to the Deputy Adjutant-general of Marines in London, he forwards it to the Comptroller of Victualling, and he sends down an order for the supply.

9194. Does he send an order, or does he send the quantity demanded?—He sends down an order to Deptford for the supply of the quantity demanded.

9195. Then it is transmitted from Deptford to the division?—Yes.

9196. I understood you to say that those measurements had been made of bales lying in the divisional depôts?—They are lying in the quartermaster's stores, and they will remain there.

9197. How could a bale lie there since April if they are only sent upon the requisition of the master tailor; how could there be any quantity lying there since April?—They send for a large quantity. Each quartermaster sends a demand for 500 or 1,000 tunics at a time; the demands are not sent continuously, they send in the autumn a demand for the quantity of cloth which would be required to make up the clothing for the succeeding year.

9198. Therefore they send more than the tailor wants for his immediate requirements?—Certainly.

9199. That is stored at the divisional depôt?—Yes.

9200. When the tailor makes a subsequent demand for goods, are they taken out of the provisional depôt without reference to Deptford?—Yes, until the supply is expended.

9201. You are sure that that is the system which is pursued in the other depôts?—Yes, that is the system pursued generally.

Mr. *Thomas Austin*, called in; and Examined.

Mr. *T. Austin.*

9202. *Chairman.*] YOU are the master tailor at the Chatham Division of Marines?—Yes.

9203. It has been stated in evidence, before this Committee, that the cloth that is sent to you measures 37 inches?—I believe that to be correct; I have measured the bales, and I have found them, according to the general run of measurement, nearly correct.

9204. Has that been the usual practice?—You must understand that it is a very uncommon thing to measure a bale of cloth; we generally understand it to be correct, but when I measured it I found that they ran about full.

9205. Sir *Charles Napier.*] Do you know whether it was correct or not?—I believe so. I will not swear that it actually is so. When I measure it, I find that it runs correct, as far as I measure it.

9206. Mr.

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9206. Mr. *Monsell.*] In every case that you have measured those bales, they have turned out to be 37 inches to the yard?—I suppose, during the whole time, and I have been 21 years in my present situation, I have measured half-a-dozen bales, not more. I believe the thing to be correct. I conceive it to be correct, and I take the surplus and apply it to my purpose.

9207. Mr. *T. G. Baring.*] You know that you ought to have cloth according to the custom of the wool trade?—I will not say according to the custom of the wool trade. I know I believed I was receiving what was correct. I took it as correct. I did what was best and proper with it, and applied the rest to my own use.

9208. You never conceived that you had any cause of complaint as to short measurement?—I never made a complaint. I believe the system is bad. I believe that master tailors are placed in a very bad situation altogether. They ought to be placed quite differently, and not to be left with those surpluses.

9209. Were you supplied from Deptford?—Yes.

Serjeant *Thomas Smith,* called in; and further Examined.

Serjeant *T. Smith.*

9210. *Chairman.*] YOU have been in the room all the time that the master tailor, Mr. Cross, was under examination both Saturday and to-day?—Yes.

9211. You heard the whole of his evidence?—I have.

9212. You know the statement that has been made, that the goods that you supplied to him were one inch per yard short; what explanation have you to offer on that; had you any correspondence with him on the subject?—Yes.

9213. What was the nature of that correspondence?—The first letter subsequent to this contract was relative to faults that he found with the diagrams being made out by parties who did not understand them. He said that whoever made out those diagrams took for their standard 5 feet 8 for the drummers' size, and 5 feet 7 for privates; but the quantities as therein provided are insufficient to make the garments for which they are intended.

9214. What was the date of that correspondence?—I cannot say; I cannot find the letter.

9215. Have you any letter with you that you received from Mr. Cross?—I have not; I cannot find one.

9216. Did he write to you complaining that you did not give him the extra inch?—Never was there a complaint about the extra inch any further than this: when he complained of the diagrams and the quantities of cloth being insufficient to make the garments for which they were intended, he referred me to the second paragraph of the scale of diagrams. That second paragraph, as I explained to him, has been the same in all the diagrams ever since I have been employed in the Deptford stores; that provides for 37 inches to the yard, and I told him then, that he ever had and ever would have 37 inches to the yard. Those are the only complaints that ever he has made to me of the measurements; and then he did not complain of the measure, but he only spoke of the custom of the woollen trade. He need not tell me that it was 37 inches to the yard.

9217. Did you write and tell him that you would make good the supply that he found fault about?—Not in answer to that; but one night, about six or seven weeks ago (it was in the evening of the day that I had been at the House of Commons, and the letter was not given to me till late in the evening); I answered him, and said, "Dear Cross, I have received your letter; do not let us fall out about the cloth; I am now busy with the House of Commons; but if there is anything wrong, have the kindness to point out where that wrong is, and, if possible, I will correct it."

9218. Have you corrected it?—I had nothing to correct; he has not said since that anything was wrong; if he had, I would have tried to find out where that wrong existed.

9219. You did not write and tell him that, if he had a complaint, he must make it to a higher authority?—Yes, when he first wrote about the diagrams; and the language of the letter, as far as I can tax my memory, was this: "My dear Cross, I have your letter now before me, but from the curious manner in which it is written, I hardly know how to answer your communication, except by stating that the second paragraph in the scale of diagrams provides that there shall be 37 inches to the yard."

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9220. Sir *Charles Napier.*] How long ago was that?—Subsequent to the present contract; I should think fully three or four months ago. He wrote, "Whoever got up the scale of diagrams did not understand what they were doing; they must have taken their standard heights from 5 feet 8 drummers, and 5 feet 7 privates, they being the smallest sizes, and that cloth was not allowed sufficient to make the garments for which it was intended." My answer to that was, that if the cloth was insufficient to make the garments for which it was intended, it would be his duty to bring it under the proper authorities, in order that more cloth might be allowed, if necessary; that is as far as I can recollect; there might have been a little more or a little less in it.

9221. Do you know that the woollen trade give 37 inches to the yard?—Yes, and 37 inches to the yard I have ever given.

9222. Did you send to Mr. Cross 37 or 36 inches?—Thirty-seven on all occasions. Mr. Cross has stated that he spoke to me some years ago about the 37 inches; that I plumply deny. Never did he make a complaint to me about the short measure, only in allusion to the scale of diagrams.

9223. Mr. *Philips.*] Had you any correspondence with Mr. Cross some few years ago?—Yes.

9224. Was that always carried on under the terms, "My dear Cross"?—Invariably "Dear Cross."

9225. Always?—Yes.

9226. Yet you did not keep those letters?—I have been in the habit of receiving so many letters, that the moment I have answered them I tear them up.

9227. They are not official; they are private, are they not?—They have been private; I consider them private.

9228. Viscount *Duncan.*] Those that you have written you paid the postage of, and for the paper?—Yes, I did. I think the gentlemen composing the committee (not that I wish to bring their names up) will remember that the stamps are invariably stuck upon a post that I receive monthly.

9229. You did not consider these as official letters between you and Mr. Cross, but as of a private nature?—Yes; but for the benefit of the public service.

9230. Sir *Charles Napier.*] The public paid the postage?—No, I paid it.

9231. Viscount *Duncan.*] You are quite certain that you received no subsequent communication from Mr. Cross after the last statement to which you referred?—Yes, I am. The last letter that I had from Mr. Cross was not written by him, but was written by a man of the name of Carey, and the cause of that being written was that the master tailor of the Woolwich Division reported to me that with his bandsmen's clothing he had no white serge. I instantly wrote to Plymouth and Portsmouth, and also to Chatham, to the master tailors now in the room; I am not sure of the latter, but to the other two, requesting them to inform me if they had a double allowance of serge, as it was given from the store, but the master tailor at Woolwich could not find it, and Mr. Cross on that occasion caused a letter to be written to me, stating that he had only got his proper quantity; that is the last letter that I had from Mr. Cross.

9232. *Chairman.*] Mr. Cross did write to you and complain that he was short in 36 inches?—Never. The only allusion that Mr. Cross made to the 36 inches was when he complained of those who got up the scale of diagrams, when he said that the second paragraph provided that cloth should be supplied agreeably to the custom of the woollen trade, and he need not tell me that the custom was 37 inches to the yard; that was the only remark.

9233. Sir *Charles Napier.*] When Mr. Cross complained to you about the diagrams, which you admit, did you lay that letter before your master, the storekeeper, or not?—I did not.

9234. Why did you not?—I considered that Mr. Cross, when he got my answer, would take the necessary steps that it should go to the higher authorities.

9235. If Mr. Cross complained to you of the shortness of the cloth, of its being short by the custom of the woollen trade, which is 37 inches to the yard, did you never think it necessary to make a complaint, or to lay his letter before your master?—I beg pardon, he did not make any complaint about the shortness of the cloth; he made a complaint of the scale of diagrams being incorrect, and this scale of diagrams I have no control over.

9236. You

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9236. You just now stated that Mr. Cross complained to you about the custom of the woollen trade, knowing that it was 37 inches. When the cloth comes to you from the contractor, it is in bales, is it not?—Yes.

9237. And there is a ticket on it, is there not?—Yes.

9238. And you unpack it?—It comes in already unpacked.

9239. On it there is a ticket?—Yes.

9240. Do you measure it?—Every piece that comes in to store.

9241. Why do not you send it measured as it is with the ticket on it to the tailor?—It has never been done so by me, nor yet by my predecessor.

9242. Why?—I never have done it. There is no particular reason.

9243. This is the contractor's measure. Why do you not send to the tailor the contractor's measure, in order that he may know that the whole measure that the contractor has sent is sent to him?—If I had done so in some cases they would have been short.

9244. But it was your duty to refuse them if they were short?—No, as they are not measured till after they are received by the inspecting officers.

9245. Mr. *Philips.*] Who takes the manufacturer's ticket off?—I do.

9246. Why do you do so?—It ever has been taken off.

9247. You take it off, why do you take it off?—I cannot assign any particular reason.

9248. You have no reason for taking it off?—None.

9249. Then Mr. Cross's statement is true that he received the goods from the Deptford Yard without the ticket?—Yes.

9250. Sir *Charles Napier.*] Is what Mr. Cross has told this Committee, that for the last 10 years he has not received more than 36 inches, true or false?—Decidedly false; I have been there for 11 years, and I have ever given 37 inches to the yard.

9251. Who assists you to measure it?—Nobody.

9252. Do you mean to say that you can spread out all those yards of cloth and measure them yourself?—I could measure, if called for, 1,200 yards a day.

9253. With nobody to assist you?—I do not mean to say that I could continue that every day.

9254. With nobody to unpack them, to cast off the cords, and to tie them up again?—A man supplies me with the cloth, and after I have measured it, they take it away, and put it in parcels on purpose for bales. Perhaps there may be 10 or 15 bales round the room all ready for the men to fold, and whilst they do that, I am counting the thread and hooks and eyes to complete those bales. One day's work, perhaps, would be measurement alone, whilst the men do something else.

9255. Yet you think it worth your while to cut off the manufacturer's ticket?—The ticket does not take half a moment to tear it off.

9256. What is the use of tearing them off; what end does it answer?—There is no particular end that it does answer.

9257. Do not you think that it would have been the best reply to Mr. Cross, when he complained to you, to have sent the ticket with the cloth, as you could have said, "There is the ticket, you can look at it"?—In measuring those bales, perhaps you are not aware that there is seldom or ever more than one piece in a bale.

9258. The ticket is on that piece?—Yes.

9259. How many pieces ought each bale to consist of?—It depends entirely upon the length. Suppose a piece 40 yards in length, you want the remains of another piece to make 75 yards for the tunics, or the remains of another to make 71, for the trousers; but invariably there are three different pieces of cloth in a bale; one may be a whole piece, and the other two may be ullages, or remnants.

9260. Still it is strange that you should take the trouble to cut the tickets off all the different pieces; would it not be more satisfactory to send to the tailor the manufacturer's measure, in order that he might see and satisfy himself that he got the proper quantity?—If I was to send it as the manufacturer or the contractor sends it in, some would have short measure, and others would have over measure, unless I robbed Peter to pay Paul.

9261. Surely you neglect your duty, if you receive a piece that is short of measure, because you have time to examine the whole, and if you find 8 or 10 pieces of the proper length, and one or two not, are you to select all those short pieces?—

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pieces?—Before the cloth is measured by me, it has been approved of by the inspecting officers before I pack it.

9262. Do the inspecting officers measure it?—Very frequently.

9263. Do they measure it generally?—Not the whole of it.

9264. Do they ever measure it at all?—Yes.

9265. How often?—Every inspection.

9266. How many pieces?—Two or three.

9267. Out of how many?—The numbers vary invariably; perhaps they would not measure but two out of 20.

9268. Have they never taken the trouble to cut off the ticket?—Certainly not, as I have to measure it again.

9269. Are you so ordered?—Of course I am compelled to measure it again, and to pack it; if you were to measure that bale of cloth, or cause it to be measured, being one of the committee, that bale of cloth would be folded afterwards by a man, and it would be put along with the remainder of the cloth that you had received or rejected, as the case may be, and when it was necessary to measure that cloth, which had been perhaps a fortnight in hand, I should then have to measure that piece again, and I should forget what it was before; that piece may have measured over, or measured its length, or it might have been a few inches short.

9270. Mr. *Philips.*] What is the memorandum that you go by when you measure?—The contractor's ticket.

9271. That is the only memorandum that you have?—Precisely.

9272. Why do you take away the only memorandum that you have?—I invariably take it off and throw it on the table.

9273. Do you keep it in your pocket, loose?—I have some here (*producing the same*).

9274. Lord *Claud Hamilton.*] Why do you not keep it on, or put your own on?—It was not done by my predecessor, and I have followed immediately in his steps.

9275. You do put your own measurement on the bale?—No, not on all occasions; if a piece is short, I invariably put on what it is short.

9276. How would it interfere with your memory to put the ticket of the manufacturer and your own, side by side, to show, if necessary, what the mistake has been?—I can only say that it has never been done.

9277. You have produced a pocket-full of tickets; are there not some lead tickets sent in?—Yes, on some cloths there are.

9278. Do you produce those tickets for any particular purpose?—I have them for a particular purpose; I have had them here every day since I have been attending this Committee.

9279. Sir *Charles Napier.*] Why?—About the measurements.

9280. What has the Committee to do with these things; they have not the pieces here before them?—I would refer to a circumstance that the Committee would be very desirous to know something about, as they are now questioning me about the measurements.

9281. What circumstance do you mean?—These are connected with the Oxford mixtures of Messrs. Hebbert & Company; these were the tickets that were cut off, or rather picked off, after I measured the cloths.

9282. Those which you have in your pocket are Messrs. Hebbert's tickets?—Yes, precisely; I have not the whole of them; it was merely in consequence of having to call upon them for a further supply of cloth to complete the 3,600 pairs of trousers that I had occasion to keep them, or they would have been gone with the others.

9283. Why did you keep those in particular?—They were put on a nail close by where I measure the cloth.

9284. Why did you keep them and put them on a nail?—I had to ask them for five yards more cloth, and they sent me 20; on some of those tickets I marked whether they were short or damaged; the damaged were not allowed for.

9285. Then Messrs. Hebbert sent you 20; you only sent for five?—Only three and three-quarters; with the first supply they sent in so many pieces of cloth one yard and a quarter, just to make a pair of trousers; the bare quantity of one yard and a quarter is not sufficient to make a pair of trousers, but one yard and fifteen inches; therefore I could not use the one yard and a quarter; and as I wanted three yards and three quarters, I asked for five, and they sent 20.

9286. Why

9286. Why did they give you 20?—So as to have some in case of being short for the future.

9287. What did you do with that 20 yards?—It remains in store at this moment.

9288. Why were the tickets hung up on the nail; why did you select those tickets; was it because they gave you 20 yards?—They were kept principally because some of the cloth was light.

9289. Why was it received?—That I have no control over.

9290. Did you know that it was received?—Yes.

9291. Did you know at the time that it was received that it was short of weight?—Yes.

9292. Did you point that out to the inspecting officers?—Yes; here are my notations on the tickets.

9293. Did you keep them to prove to the inspecting officers that the cloth was light?—They saw them at the time, and took the average of them.

9294. Where was the nail?—Where I measured the cloth, on a post.

9295. Did the inspecting officers go into the store to look at those tickets?—No.

9296. How did they see them?—Those tickets were then on the pieces of cloth prior to the inspection.

9297. Why did you cut them off and hang them up on a nail; and why did you bring them here?—It has been the invariable custom, if there has been anything wrong with the cloth, to hang them on a nail, so as to produce them to the contractor; and there was a correspondence.

9298. Is it written down on them that they are short weight, in your own handwriting?—Yes.

9299. On all of them?—No; some are over weight; here is one that had a hole in it; there was no allowance for that.

9300. Lord *Claud Hamilton.*] Why do you sever the tickets from the cloth?—It ever has been done.

9301. You have kept them, and we ask you why did you keep them; you say that some were light, some over weight, and some with a hole; if you kept them as evidence, why did you not keep them appended to the several pieces of cloth?—The pieces of cloth would have been packed and the tickets with them.

9302. *Chairman.*] I find in Mr. Cross's evidence, Question 8441, these questions and answers; "Did you ever have any communication with Mr. Smith in the way of remonstrance, stating that you had received only purser's measurement? Yes; I used that term in my letter to him, the last letter, when I complained of the quantity of the cloth, that the quantity was barely 36 inches, and I never could make it run exactly the quantity, by my fair measurement." "Was Mr. Smith's answer to you, that if you were not satisfied with the quantity you received you ought to complain to the proper authorities?—Not to the last letter; when I wrote so definitely, he stated, 'If there is any complaint about the measurement of the cloth, I will in future rectify it.'" "He did not deny the fact, or assent to it, but stated that he would himself rectify it? Yes; if I had any complaint to make; I have had no correspondence since." "That was within a month past? Yes." "Did you understand that he would do so in his private capacity? I understood that the future supplies would be 37 inches; that he would send me the full quantity of cloth." Having read those questions and answers to you in Mr. Cross's evidence, do you deny the correctness of that statement? I do; Mr. Cross never made use, either in conversation or by letter, of the term "purser's measurement," or 36 inches to the yard.

9303. Mr. Cross has stated in his evidence, that he sent up his goods to you to dispose of them for him?—I never received any goods, and never exchanged any, or disposed of any for him; neither have I ever received any money from Mr. Cross.

9304. Viscount *Duncan.*] You are certain of that?—Quite positive.

9305. Sir *Charles Napier.*] What have you ever done to Mr. Cross to induce him to come deliberately before this Committee to ruin your reputation, a man whom he has known for ten years?—Mr. Cross has already stated to you that he paid me a visit about August last; that statement I believe to be correct, for on or about that time he did pay me a visit; he wanted then to know when the new contract was coming out. I told him that I knew nothing at all about it. And he asked me, when it was advertised would I drop him a letter, as he had reasons

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for wishing to know it; and from that time till he complained of the scale of the diagrams, not a scratch of the pen did he get from me.

9306. For the simple reason which you give, Mr. Cross, who is a responsible man, keeping a large hotel, and a large establishment, or rather for no reason, endeavours to take away your reputation as an honest man, you can give no reason whatever, except that he called on you to ask when the new contract was coming out?—I told him that he would see the advertisements perhaps when I should not.

9307. Mr. Cross, your dear friend, with whom you had been in the habit of corresponding for so many years, and seeing him occasionally when he came to town once a year, and being upon intimate terms with him, he asks you to let him know when the new contract is coming out, and you say, "You will see it in the papers," he endeavours to ruin your reputation and deprive you of your situation, and you can give no reason for it, except what you have stated?—After that letter relative to the diagrams, I felt that I would not write to Mr. Cross any more.

9308. On account of what?—In consequence of his writing in the manner he did, the letter I have explained to you that I answered, through his writing in such a curious manner, and finding fault with those who had got up the diagrams.

9309. It is only three or four months ago that you wrote to him, "Dear Cross"?—It was only perhaps six weeks ago that it was "Dear Cross," that was when he wrote to me about the cloth.

9310. That is the only reason that you can possibly conceive of, why he is now endeavouring to ruin your reputation?—Since the letter relative to the diagrams, as I explained in my evidence last Tuesday, a discrepancy had taken place with three of the divisions, as to the bandsmen's trousers cloth, my sending something like five yards short to each place; it was done in a hurry to get it away by railway. I found that I had more left than I ought to have, and I went to work directly with the Woolwich Division; that also required 21, which was a fractional part of 25, and that led to the error; I found there was only 22 inches and 24 inches in it.

9311. *Chairman.*] When did the diagrams come out?—When the contract was entered into in November.

9312. You commenced, "Dear Cross," six weeks ago?—That was the first letter that I wrote to Mr. Cross after that circumstance.

9313. Sir *Charles Napier.*] What you have stated was not the subject of quarrel between you and Cross?—After the trousers I wrote to a master tailor now in the room; I wrote to the quartermaster-serjeant, at Plymouth; I would not write to Mr. Cross. Mr. Cross then took a huff because I did not write to him. He was sent for by the quartermaster-serjeant, and caused to measure the cloth in his presence, and the quartermaster answered the letter to me, stating that Mr. Cross was very much put out at the cloth I had sent being in two pieces, and when he got the residue it would be in three. Since then I have had occasion to write, and the quartermaster wrote to me again, and I have answered his letter. Then Mr. Cross wrote to me, stating that I had reported him, and he would now report me.

9314. Lord *Claud Hamilton.*] Have you that letter?—No.

9315. Sir *Charles Napier.*] It is very odd that you have not got this letter?—After receiving his letter, I answered again, "My dear Cross."

9316. Since that letter as to the scale of diagrams, you call him still "Dear Cross," and yet he is trying to ruin your reputation as an honest man, and to deprive you of your situation?—Yes.

9317. Lord *Claud Hamilton.*] You have not kept the letter?—I have hunted for it high and low, but I cannot find it.

9318. *Chairman.*] Are you aware that Mr. Cross holds a very responsible situation in life, keeping an hotel, and having a large private trade in addition to being a master tailor?—I believe that to be so, I was never there.

9419. Lord *Claud Hamilton.*] You stated that you could measure 12,000 yards a day; in how many hours?—Ten hours at least.

9320. Mr. *T. G. Baring.*] You have been asked about the term, "Dear Cross;" those letters were written previously to Mr. Cross giving evidence before this Committee?—Yes.

9321. Consequently

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9321. Consequently you were not aware that he had made this statement respecting you?—I was aware that such a feeling existed.

9322. You were aware that he threatened to report you?—Yes; when I got the letter I alluded to.

9323. Do you ever measure the cloth and put it up into bales in the presence of the men in the store?—Invariably in their presence.

9324. What are their names?—Benjamin ———, William Neilson, and James Ailesbury.

9325. Could they tell whether you measured it with the thumb in, or not?—I should think so; they have seen me measure it frequently.

9326. Do you wish them to be called to speak to the facts which you have stated?—If you please.

9327. You have been asked with respect to the ticket, what advantage could it be to send the manufacturers' ticket on the cloth?—Not the slightest.

9328. The manufacturers' ticket states the length that they consider the cloth to be, and it is your duty to check that length?—Yes.

9329. In some cases the length is rather more, and in some cases rather less?—Yes.

9330. The manufacturers' ticket would rather mislead than be of any advantage?—Yes, in some instances.

9331. With regard to the tickets on the black-grey cloth, was not it the case that you kept them to be able to check the account of the contractor relative to the surplus?—It was.

9332. Simply for that reason?—In consequence of its being short.

9333. You kept the tickets, having put the cloth into bales, in order to be correct, and to show how much it was short?—To show to Mr. Biden, to let him see what pieces were short.

9334. Lord *Claud Hamilton.*] But this you have never done in any other instance?—I have. I have kept the tickets on nearly every occasion, and showed them to the contractors.

9335. Mr. *T. G. Baring.*] In those bales you make up 50 sets of each article, and you have to put in not altogether complete pieces?—Yes.

9336. You put in bits?—Yes. I might put in one whole piece, and part of another, to make up the 75 yards.

9337. You could only put tickets on the whole pieces?—That is all.

9338. It would be inconvenient to leave the tickets on the bits of cloth?—Yes.

9339. Because you could not carry on your running account as to the surplus?—No.

Mr. *Arthur Crocker*, called in; and further Examined.

Mr. *A. Crocker.*

9340. Lord *Claud Hamilton.*] IN Question 7993, and subsequent questions, Mr. Dolan stated this: "There is a scale of measurement, page 9* of the Appendix, is that the same as for the line? This scale which I hold in my hand, which is at page 9*, is identically the same scale as that by which we are now making the clothing for the line; we have lately cut for 22 regiments according to this scale, or with a very slight variation. With regard to taking a number of different sizes, is not the number of the large sizes greater for the marines than for the line? Yes, that is the case; the average number of sized coats in 100, in the case of marines, is 5 feet 9, and in the case of the line, 5 feet 8. I consider the marine tunic, as a rule, is one inch longer in height; 5 feet 9 for the marine average, and 5 feet 8 for the line. The marine tunic would take rather more cloth? Yes, about an inch. Have you recently made any line clothing? Yes, we have recently contracted to supply 22 line regiments with clothing. How much is the tunic intended to take? The quantity allowed for us by the War Department was 1 yard 17 inches; and, after cutting 17,000 tunics, we found that we had only 60 yards over in remnants. If that is the case, and you have that remnant only, and you say the marines take an inch more for each tunic than the line, how is it possible that 15 or 20 per cent. can be saved, as was stated by Mr. Crocker? It cannot be saved. How much is 20 per cent. on 1 yard and 18 inches? If they could save 20 per cent they would get a tunic out of 1 yard 10 inches, and they could scarcely get a Highland jacket out of it. (Viscount *Duncan.*) Do you say that so much saving could be made? I state that as the result of our experience

* *Vide* App. No. 6, p. 615.

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in the marine clothing, and also of our experience during the last year in cutting out clothing for nearly 50 regiments of the line." "Mr. Crocker says he saves 15 or 20 per cent. on all the materials, in order to do that he would have to cut the jacket out of 34 inches? Yes. Is that possible? He could not get the old jacket which was in use by the line out of less than 34 inches, and this jacket is four inches larger than the ordinary jacket, and comes down to the hips. Do you think there is any saving to be got out of 1 yard 7 inches? I am sure there is none. How do you account for the small difference of three halfpence between the price tendered in the material and when made up? I cannot account for that, except that it is a mistake. You think that the prices were tendered without proper consideration? I cannot say exactly; I think Mr. Crocker's statement is perhaps the key to it; he supposed that he could save 15 per cent. out of those quantities if he could do the cloth according to the scale, and save 15 per cent., I can imagine that he could do it at something about the prices he has tendered." Have you any explanation to offer to the Committee to substantiate your original statement?—I beg to refer to a paper put in by Mr. Ramsay as to the existing contract with the War Department, and I think it will be there found that Messrs. Dolan are allowed 1 yard 17 inches to cut out a tunic similar to the Royal Marines; that Hamburger, Rogers & Co. only receive 1 yard and 15 inches for cutting out the same tunic; and Tait, of Limerick, only has 1 yard and 12 inches for cutting out a similar tunic, and only 36 inches to the yard; whereas, the master tailor of the Royal Marines has 1 yard 18 inches, 37 inches to the yard, and an extra piece of cloth at the end of the piece which averages 1 yard, on 20 inches of waste; and this, I think, is 8 inches difference, or 15 per cent.

9341. Viscount *Duncan.*] Have you seen those contracts?—Yes, I have seen a copy of them.

9342. Where?—I asked a copy of those contracts to be procured, and I have seen them; I asked Mr. Acland to procure me a copy of that paper, that I might refer to it more especially; I think it is in page 3*.

* *Vide* App. No. 6, p. 608.

9343. Where did you see it?—I saw it in the passage.

9344. Who showed you the contract?—I asked Mr. Acland; I thought he might obtain me a sight of it (*the Witness produced a piece of red cloth*).

9345. Lord *Claud Hamilton.*] Is that one of the pieces furnished to the Committee?—Yes.

9346. Then the statement made by Mr. Dolan, that he only saved 60 yards of remnants out of 17,000 tunics must, if it is correct, have occurred from very unskilful cutting?—Precisely; because Messrs. Hamburger would have cut the same quantity of tunics out of 900 yards less cloth; Messrs. Tait, of Limerick, would have cut the same quantity of tunics out of 2,300 yards less, or at the cost upwards of 1,000 *l.* less to the Government.

9347. Was that evidence with respect to the present tunic, or the former one?—The present tunic, that Mr. Dolan has now got a contract for, dated March 1857, for a single breasted tunic.

9348. With respect to the other materials composing the tunic, can any saving be made on the quantities allowed to the master tailor?—Yes; the linings and facings, and the cotton. I should consider that there is a larger per centage of profit made upon them than there is upon the red cloth.

9349. In Questions 8038 and 8039, Mr. Dolan again states that you are in error with respect to your statements regarding the trousers, and he states that it is physically impossible; have you any statement to make with regard to that?—As Mr. Dolan has brought to bear his experience in cutting up the line clothing, as regards his statement about the Royal Marines, I refer to that contract again, and I find that Mr. Dolan only receives 1 yard 10 inches of cloth, at 36 inches to the yard; Messrs. Hamburger & Co., 1 yard 9 inches; and Messrs. Tait & Co., 1 yard 9 inches, at 36 inches to the yard; whereas the master tailor of the Royal Marines has 1 yard 15 inches, of 37 inches to the yard; and an allowance at the end of the piece that averages 1 yard 17 inches, which is equal to 17½ per cent. more than they receive from Weedon.

9350. It was stated in Question 8007 that the pattern red cloth for the marines was part of a supply of 10,000 yards of regulation drummer's red, and that it is precisely the same as the Weedon pattern; have you examined the two?—I have; and I certainly say that it is not the same; I have a pattern that I received from the War Department at the same time that Mr. Dolan obtained that contract which

which he speaks of, and I think, if the piece I have produced is laid upon the pattern that you received from Mr. Dolan, it will be found materially different.

9351. Colonel *Gilpin.*] This is the Weedon cloth?—Yes.

9352. Lord *Claud Hamilton.*] You hand that in as what you received?—Yes, from the pattern contracted for.

9353. Mr. Dolan, in Questions 8021 to 8026, says that he cannot understand your tendering for the marines at the price that you did, especially as he presumes that his tender having been accepted, his prices were the lowest for identically the same coat, and he cannot see how anybody who had been unsuccessful when tendering against them in the details, could go and offer to the Government the same tunic at 17*s.* 4*d.*, as the present marine tunic is at least 4*s.* 6*d.* more expensive than the old line tunic; can you explain anything to the Committee to clear up this contradiction of Mr. Dolan?—In the first place, we had no chance of tendering for the contract in question, therefore I do not know whether his price of 8*s.* 3*d.* of which he speaks is high or low; it was not a public tender. With respect to the difference in the price of the single-breasted tunic new pattern, and the old pattern double-breasted tunic, I consider that 4*s.* 6*d.* is an error, and that it ought to be 1*s.* 3*d.*, as the double-breasted tunic takes more cloth, although inferior cloth, and more for making. If you add 1*s.* 3*d.* to our price to the War Department for the old pattern double-breasted tunic, 18*s.* 6*d.*, that will be 19*s.* 9*d.*, and then deduct from that a certain amount of profit which we have acknowledged to have forgone in this instance of the marines, it will come very nearly to 17*s.* 4*d.* for the inferior tunic to the line regiments.

9354. With respect to the white kerseys, is that delivered into the Deptford stores in pieces invoiced by you as 30 yards, but which in fact really measure 31¼ to 31½?—Yes; we deliver and invoice the kersey to Deptford at 30 yards; it actually measures 30 yards, 30 inches and half a yard, generally; sometimes more.

9355. Why do you pursue the practice of invoicing it as only 30 yards?—In one instance I did try to put on the other half yard, considering that Mr. Smith was very tight with us in exacting everything he possibly could. Mr. Smith told me that he would not allow it; he knew what the manufacturer's custom was, and he would not permit us to invoice it as more than 30 yards, as it had never been done so by previous contractors.

9356. Mr. *Philips.*] Did he say that to you?—Yes; that it was to be invoiced 30 yards.

9357. And was to measure what?—He would take them as they ran. I say, if you measure a piece that will actually measure 36 inches to the yard, it will measure from 31¼ to 31½ yards, and he would not let us charge for more than 30 yards.

9358. Does he regulate your affairs?—No; but he said it was the custom of the trade.

9359. Or of the Government?—The custom of the trade, mentioned in our contract.

9360. The custom of the Marine contracts?—Yes, the custom of the trade; the measurement is mentioned in our contract as the custom of the trade.

9361. Lord *Claud Hamilton.*] He stated in consequence of that, that you were to put an invoice of 30 yards upon that, which contained a yard and half a yard more?—Yes; and we are bound to deliver 37 inches.

9362. In kersey are you bound to deliver 37?—Most distinctly.

9363. Have you had any conversation with Mr. Smith on the occasion of delivering some of those white kerseys?—Yes.

9364. How long was that ago, and where?—In February last.

9365. Mr. Dolan stated that none of his tunics had as yet passed; was that correct at the time that he mentioned it?—I happen to be aware, by an unforeseen circumstance, that upwards of 500 tunics have passed.

9366. At the time that he mentioned it?—I think I was here when he mentioned it. At the date, about August the 3d, a messenger from Deptford left a certificate with me for Mr. Dolan, in mistake, and on it was 560 tunics that had been passed at Deptford on the 3d of August.

9367. Have you any other explanation that you wish to make with respect to Mr. Dolan's statement?—No.

9368. General *Codrington.*] Do you state of your own professional knowledge

Mr. *A. Crocker.*

11 August 1857.

that you can make a tunic with justice to the soldier at one yard 12 inches?—Thirty-seven inches to the yard.

9369. At 36 inches to the yard could you?—No.

9370. Do you state of your own professional knowledge that you can make a tunic, with justice to the soldier, out of one yard 12 inches, 37 inches to the yard?—I do not say one yard 12 inches exactly; I bring forward that to verify what I stated; I should rather put two inches more in it.

9371. Then, am I right in supposing that you cannot, in justice to the soldier, make a tunic out of one yard and 12 inches?—The same tunic is produced; however much cloth you use, the superficies of that tunic is the same.

9372. But according to the pattern of the tunic at such and such a fit, can you make it of one yard 12 inches in justice to the soldier?—From my experience I should say one yard 14 inches.

9373. Mr. *T. G. Baring.*] You have stated in your evidence that you could save 15 per cent. upon the whole of the materials that you are allowed?—Yes.

9374. You are allowed one yard and a half, are you not?—Yes.

9375. How much is 15 per cent. upon that?—Less than eight inches.

9376. How much does that bring it to?—It brings it down to one yard and 12 inches.

9377. Taking eight inches off would leave one yard 11 inches?—No, I add on an extra inch.

9378. I thought you stated that one yard 14 inches would be right?—It is only my opinion; if you add the facing cloth there is a yard and half of cloth in it, four inches of facing cloth, four inches of white cloth in the tunic; and if you add them all together, you will find it is upwards of 15 per cent.

9379. You must have 20 per cent. upon each?—Not at all, if I take more than 15 per cent. upon the facing cloth.

9380. Can you save more than 15 per cent. on the facing cloth?—If you take one yard and 18 inches, there is also four inches of blue cloth; that is, one yard 22 inches, and four inches of white cloth for the heading cloth, that is one yard 26 inches, at 37 inches to the yard, and with the allowance at the end of the piece, I say I would save 15 per cent. from that.

9381. But, in order to do that you must save 15 per cent. from each of the other things; what is 15 per cent. on a yard and a half?—About eight inches.

9382. Deduct that from one yard 19½ inches, what does it leave?—One yard 11½.

9383. You stated that it would take one yard 14 inches to make a tunic?—I intended to take the whole of the materials right through; I should find that 15 per cent. could be saved.

9384. Did you mean to include eight inches for the facing and heading cloth in that yard and 14 inches for the tunic?—No, I did not.

9385. You intended to confine it to red cloth for the tunic?—I state this; when I say 15 per cent., that would be saved if it was 14½, I still say I am correct; I will say 15 per cent.; on the linings of the coat I should save more than 15 on an average; if I stated 15 I should be correct.

9386. How is that; the red cloth is the most expensive thing that you use in making the tunic; the great element in the price is the cloth; you take a little more than a yard and a half of cloth, and the bare price for the red cloth is 8 *s.* 1 *d.* a yard, that will make 12 *s.* 5½ *d.*; that leaves according to your tender not quite four for the rest; if the saving of 15 per cent. is to be gained upon the tunic altogether, the larger part must come out of the red cloth?—If you add them all together, I will put in a statement.

9387. Can you put in a detailed statement of how it is possible to save 15 per cent. upon the tunic; giving the prices of the cloth?—I will make out a detailed account.

9388. Showing the prices of the whole thing, and how it is that it is done?—Yes.

9389. You were connecting some of Mr. Dolan's statements with respect to the cost of the old line tunic?—Yes.

9390. You stated that you added to the cost of the marine tunic 1 *s.* 3 *d.* more?—Yes.

9391. What was the price of the cloth for the old red tunic?—Six shillings.

9392. What is the price of the present red cloth?—About 8 *s.*

9393. How

9393. How many yards were there in the old tunic?—The quantity allowed in the last contract was one yard 24 inches.

9394. How much would that be at 6*s.* per yard?—Ten shillings.

9395. How much is necessary for the present marine tunic?—That is a yard and a half.

9396. How much would that be?—Twelve shillings.

9397. There remains a difference of 2*s.*?—Yes.

9398. Then what becomes of the 1*s.* 3*d.*?—There is a great deal more facing in a double-breasted tunic.

9399. Is there not a great deal more serge in the new tunic?—No.

9400. I find that there is a yard and a half of serge in the new, and that there was only a yard and a half in the old?—Yes, that would be the case.

9401. Is there not more calico in the new tunic than in the old?—No; I am speaking of the made-up tunic; not your allowances to the master tailor.

9402. You would calculate it in the same way, would you not?—Scarcely.

9403. Calculating the white lace, is there not more white lace in the old line tunic than in the marine tunic?—Yes.

9404. Was there not ten yards of white lace in the old tunic, and only one in the marine tunic?—Yes.

9405. Was there not more tape in the old than in the new tunic?—I can hardly say; I can put in a statement. In the privates' tunic there are so many little etceteras that I cannot carry them all in my mind, but I can put in a statement showing that the difference in the cost of the old pattern tunic and the new pattern tunic, with improved cloth, is about 1*s.* 3*d.*

9406. You will also put in a statement, upon which your tender of 16*s.* 3*d.* for the tunics, in materials, and 17*s.* 4*d.* for the tunics made up, was calculated?—Yes, I will put in a comparative calculation, and put in the quantities of materials that we calculate we can make the clothing for.

9407. I want the price per yard that you calculate the cloth at?—I shall not put it in that manner.

9408. Will you give the prices, or not?—I should not like to do that.

9409. Have you any objection to state the price that you give for a yard of cloth that you calculate upon?—At the same price that we deliver cloth in materials, as we can calculate the made-up garments.

9410. Have you any objection to put in the price per yard of red cloth at which you made your tender of 16*s.* 3*d.* for goods and materials?—You have our price. There is a separate tender for every detailed material. We have made sub-contracts with Mr. Grant, giving him the details precisely of every material, buttons and tape, that compose the coats.

9411. Can you give the price of the cloth upon which you sent in your tender of 16*s.* 3*d.* for tunics, in materials?—You have the price already. You are asking me for the amount of profit that I put on.

9412. Precisely?—That I cannot give.

9413. Colonel *Gilpin.*] Are you a principal in the firm, or not?—No.

9414. Lord *Claud Hamilton.*] Can you give that information without the permission of your employers?—Certainly not.

9415. Mr. *T. G. Baring* (to Mr. *Bischoff*).] Have you any objection to give the Committee full information as to the prices for red cloth on which you sent in your tender?—Most certainly I object.

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STATEMENT showing the Quantity of Cloth, &c. Received and Inspected at *Weedon*, up to the 25th May 1857.

DESCRIPTION OF CLOTH, &c.	SUPPLIED.	APPROVED.	REJECTED.
	Yards.	*Yards.*	*Yards.*
Blue	109,640	61,034	48,606
Kersey { White	2,303	2,303	—
Kersey { Crimson	1,343	1,091	252
Kersey { Grey	286,632	274,232	12,400
Oxford Grey	207,475	149,627	57,848
Rifle Green	24,787	17,344	7,443
Scarlet	43,269	33,597	9,672
Facings Cloths	3,956	2,856	1,100
Red	166,824	140,767	26,057
White	18,023	13,401	4,622
Serge, White	43,031	27,534	15,497
	907,283	723,786	183,497
Cloth received from Tower	50,674	50,674	—
Serge ditto	112,974	112,974	—
Serge, Hayter and Howell	1,944	1,944	—
Totals	1,072,875	889,378	183,497

CLOTH delivered into Store, Approved, and Rejected.

DESCRIPTION OF CLOTH, &c.	CONTRACTORS.	SUPPLIED.	APPROVED.	REJECTED.
		Yards.	*Yards.*	*Yards.*
Blue Cloth	Archer, Joseph	2,142	103	2,039
	Dolan & Co.	7,769	39	7,730
	Ellis, J.	29,646	10,110	19,536
	Hagues, Cook & Co.	8,328	8,181	147
	Hebbert & Co.	12,180	12,041	139
	Henry & Co.	455	410	45
	Isaac & Co.	11,625	6,024	5,601
	Law and Sons	7,291	6,999	292
	Pearse & Co.	12,522	4,971	7,551
	Taylor, Joseph	3,431	67	3,364
	Varley, W. and S.	2,283	2,279	4
		11,968	9,810	2,158
	Totals	109,640	61,034	48,606

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DESCRIPTION OF CLOTH, &c.	CONTRACTORS.	SUPPLIED.	APPROVED.	REJECTED.
		Yards.	*Yards.*	*Yards.*
KERSEY: White	Dolan & Co.	2,303	2,303	—
Crimson "Overall"	Gilpin & Co.	1,343	1,091	252
Grey	Ellis and Nephew	44,770	44,058	712
	Ellis, J.	16,612	16,239	373
	Gilpin & Co.	10,119	9,993	126
	Hagues, Cook & Co.	9,690	9,633	57
	Jubb & Co.	4,961	205	4,756
	Leach & Co.	94,101	90,513	3,588
	Nussey, J.	40,486	40,199	287
	Varley, J.	17,638	17,563	75
	Wilkinson, J.	37,930	36,748	1,182
	Law and Sons	10,325	9,081	1,244
	TOTALS	286,632	274,232	12,400
OXFORD GREY CLOTH	Carr, T.	6,020	5,023	997
	Dolan & Co.	12,790	11,699	1,091
	Ellis, J.	10,198	6,917	3,281
	Gilpin & Co.	2,000	1,850	150
	Hagues, Cook & Co.	5,328	5,129	199
	Hebbert & Co.	32,653	20,261	12,392
	Jubb & Co.	8,352	1,915	6,437
	Isaacs & Co.	15,216	8,469	6,747
	Neville & Co.	1,383	1,383	—
	Pollard & Co.	26,609	15,726	10,883
	Pearse & Co.	1,508	1,500	8
	Sheard and Sons	4,114	3,967	147
	Swaine & Co.	14,175	7,877	6,298
	Taylor, Joseph	7,790	3,660	4,130
	Varley, W. and S.	15,130	14,878	252
	Varley, J.	18,633	17,564	1,069
	Wilkinson, J.	15,081	15,021	60
	Knowles & Co.	382	-	382
	Ellis, G. and Nephew	2,947	55	2,892
	Law and Sons	7,166	6,733	433
	TOTALS	207,475	149,627	57,848
RIFLE GREEN CLOTH	Archer, Joseph	689	619	70
	Ellis, J.	1,423	1,377	46
	Hebbert & Co.	331	79	252
	Isaac & Co.	10,190	5,429	4,761
	Pollard, J. & Co.	11,302	9,240	2,062
	Swaine & Co.	612	600	12
	Hamburgher & Rogers	240	-	240
	TOTALS	24,787	17,344	7,443
SCARLET CLOTH	Dolan & Co.	2,490	2,155	335
	Hebbert & Co.	121	120	1
	Hunt, Barnard & Co.	7,893	6,378	1,515
	Isaac & Co.	2,894	2,894	—
	Kershaw, W.	5,309	5,003	306
	Knowles, L. and S. H.	275	39	236
	Law, J. and Sons	6,775	5,808	967
	Pollard, J. & Co.	9,504	5,248	4,256
	Purcheon, T.	98	-	98
	Swaine & Co.	1,485	1,343	142
	Taylor, Joseph	5,037	3,221	1,816
	Varley, J.	1,388	1,388	—
	TOTALS	43,269	33,597	9,672

DESCRIPTION OF CLOTH, &c.	CONTRACTORS.	SUPPLIED.	APPROVED.	REJECTED.
		Yards.	*Yards.*	*Yards.*
FACING CLOTHS	Hunt, Barnard & Co.	3,956	2,856	1,100
RED CLOTH	Carter, T.	5,076	5,015	61
	Chadwick, J.	11,945	7,223	4,722
	Dolan & Co.	39,536	34,589	4,947
	Ellis, J.	26,038	25,304	734
	Hebbert & Co.	1,311	1,274	37
	Hunt, Barnard & Co.	4,688	3,190	1,498
	Isaac & Co.	35,232	28,569	6,663
	Kershaw, W.	19,969	10,014	955
	Pollard & Co.	13,583	12,377	1,206
	Purcheon & Co.	7,085	6,016	1,069
	Webb, C. & J.	11,361	7,196	4,165
	TOTALS	166,824	140,767	26,057
WHITE CLOTH	Hunt, Barnard & Co.	10,411	7,798	2,613
	Isaacs & Co.	6,555	5,261	1,294
	Purcheon, J.	26	26	—
	Webb, C. & J.	1,031	316	715
	TOTALS	18,023	13,401	4,622
SERGE, WHITE	Hitchcock & Co.	27,348	12,004	15,344
	Hubbard & Co.	371	371	—
	Clark & Stephens	15,312	15,159	153
	TOTALS	43,031	27,534	15,497

ABSTRACT of the CLOTH received from the Tower.

DESCRIPTION.	NUMBER OF YARDS.
BLUE	2,146
OXFORD GREY	39,442¼
RED	1,226
SCARLET	7,859¾
TOTAL	50,674
SERGE:	
FROM THE TOWER	112,974
FROM HAYTER & HOWELL	1,944

Military Store Office,
Weedon.

W. Elliott,
Principal Military Storekeeper.

Appendix, No. 2.

PAPERS delivered in by Mr. *Ramsay*, 5 June 1857.

WARRANT authorising the Supply of Necessaries to Recruits.

Appendix, No. 2.

VICTORIA R.

WHEREAS under Our Regulations and Orders for the Army it is prescribed that a recruit upon being finally approved shall receive as bounty a sum of money in cash and necessaries: And whereas it has been represented to Us that it will be expedient that the recruit should receive his bounty in cash, and should on final approval be supplied with necessaries at the public expense; Our will and pleasure is, that, on and after the thirty-first day of January 1856, all recruits enlisting in Our army shall receive gratuitously a stock of necessaries from the stores of the Director-General of Army Clothing, which shall be kept up by the soldier at his own expense, under the present or such other regulations as may be determined upon by one of Our Principal Secretaries of State and Our Commander-in-Chief.

The articles to be supplied to every soldier who enters Our army are detailed in the enclosed statement, which comprises every article of necessaries required for soldiers of all branches of Our army.

Given at Our Court at Saint James', this twenty-second day of January 1856, in the nineteenth year of Our reign.

By Her Majesty's Command.
Panmure.

LIST of ARTICLES of NECESSARIES to be provided for the RECRUIT at the Public Expense.

ROYAL ARTILLERY.

1 Bag, canvas, and hooks.
1 Bag, shaving.
1 Blacking in cases.
1 Boots, pairs.
1 Braces, pairs.
1 Cloth brush.
1 Button ditto.
1 Hair ditto.
1 Shaving ditto.
2 Shoe ditto.
1 Canteen.
1 Canteen cover.
1 Cap, forage.
1 Comb, large.
1 Gloves, leather, pairs.
1 Holdall.
1 Knapsack and straps.
1 Knife and fork.
1 Knife, pocket.
1 Plume case.
1 Razor and case.
2 Shirts, flannel.
3 Shirts, cotton.
1 Sponge.
1 Spoon.
1 Stock, leather.
3 Stockings, worsted, pairs.
1 Stick button.
2 Straps, canteen.
2 Ditto, great coat, pairs.
2 Towels.
1 Fatigue jacket.
1 Ditto, trousers.

ROYAL SAPPERS and MINERS.

1 Box of blacking.
1 Pair of braces.
4 Brushes.
1 Comb.
1 Box of brass ball.
2 Flannel shirts.
1 Forage cap.
1 Pair of gloves.
2 Hand towels.
1 Knapsack and straps.
1 Knife, fork, and spoon.
1 Plume case.
1 Razor.
1 Shaving brush.
1 Soap case.
3 White cotton shirts.
3 Pairs of stockings.
1 Sponge.
1 Stock.
1 Knapsack cloth.
1 Holdall.
1 Mess tin and cover.
1 Button stick.
1 Bag, waterproof.

HEAVY CAVALRY.

Articles of Equipment.
- Valise
- Corn bag.
- Horse log (except in India).
- Curry comb and brush.
- Water sponge.
- Horse picker.
- Pair of scissors.
- Horse cloth and web surcingle.

Two pairs of long cotton web drawers.
Pair of gauntlet gloves and pair of short gloves.
Pair of boots and spurs.
Pair of ankle boots.
Forage cap.
Two flannel waistcoats.
Pair of overalls.
Pair of braces.
Stock and clasp.
Three shirts.
Three pairs of worsted half-hose, or cotton for regiments in India.
Two towels.
One clothes brush and two shoe brushes.
Hair comb.
Razor, shaving brush, and soap.
Knife, fork, and spoon.
Button stick and brush.
Tin bottle with oil.
Tin of blacking.
Piece of pipe clay and pipe clay sponge.
Holdall.
Helmet bag.
Mess tin and cover, when ordered for service.

Light Cavalry.

Articles of Equipment.

- Valise.
- Corn bag.
- Horse log (except in India).
- Curry comb and brush.
- Water sponge.
- Horse picker.
- Pair of scissors.
- Web surcingle.
- Horse cloth for regiments serving in India.

Two pairs of long cotton web drawers.
Two pairs of gloves for Light Dragoons and Hussars.
Pair of gauntlet gloves, and pair of short gloves for Lancers.
Pair of boots and spurs.
Pair of ankle boots.
Forage cap.
One girdle in the Lancers.
Two flannel waistcoats.
Pair of overalls.
Pair of braces.
Stock and clasp.
Three shirts.
Three pairs of worsted half-hose, or cotton, for regiments in India.
Two towels.
One clothes brush and two shoe brushes.
Hair comb.
Razor, shaving brush, and soap.
Knife, fork, and spoon.
Button stick and brush.
Tin bottle with oil.
Tin of blacking.
Piece of pipe clay and pipe clay sponge.
Holdall.
Mess tin and cover, when ordered for service.

Regiments in India will be permitted, as heretofore, to wear white trousers.

Regiments of Foot Guards.

One pair of short boots, in addition to the pair provided annually by the public.
Three shirts.
Three pairs of socks.
Stock and clasp.
Pair of braces.
Knapsack and straps.
Forage cap.
Two shoe brushes.
Tin of blacking.
Clothes brush.
Holdall, or case for small articles.
Button brush and stick.
Sponge.
Comb.
Razor.
Soap and shaving brush.
Straps for carrying great coat.
Pair of mitts for corporals, drummers, and privates.
Knife, fork, and spoon.
Mess tin and cover.
Two towels.

Regiments of the Line (except Highland Regiments), Rifle Corps, Corps of Veterans, and Regiments composed of People of Colour.

One pair of light worsted mixture trousers (green in Rifle Corps) in regiments serving in the United Kingdom, and on the North American or other stations in cold climates.
Two pairs of white linen trousers in regiments serving in the East or West Indies, the Mediterranean, or other stations in hot climates.
One pair of short boots, in addition to the pair provided annually by the public.
Three shirts.
Red fatigue jacket (green in Rifle Corps).
Three pairs of socks.
Stock and clasp.
Pair of braces.
Knapsack with straps.
Forage cap.
Two shoe brushes.
Tin of blacking.
Clothes brush.
Holdall, or case for small articles.
Button brush and stick.
Sponge.
Comb.
Razor.
Soap and shaving brush.
Pair of mitts, when required by the climate.
Knife, fork, and spoon.
Mess tin and cover.
Two towels.

Regiments using Highland Clothing.

For Regiments wearing the Kilt.

- Bonnet complete, with drooping feathers, hackle, cockade, and oilskin cover.
- Plaid.
- Kilt.
- Pair of fatigue trousers.
- Three pairs of tartan hose.
- One pair garters and rosettes.
- One pair of shoes and buckles, in addition to the pair of shoes provided annually by the public.
- Pair of gaiters.
- Knee cap.
- Purse and belt.

Reg. wearing Trews.

- Two pairs of trews.
- Three pairs of socks.
- One pair of boots, in addition to the pair provided annually by the public.

Three shirts.
Stock and clasp.
Pair of braces.
Knapsack with straps.
Forage cap.
Two shoe brushes.
Tin of blacking.
Clothes brush.

Appendix, No. 2.

Holdall, or case for small articles.
Button brush and stick.
Sponge.
Comb.
Razor.
Soap and shaving brush.
Pair of mitts, when required by the climate.
Knife, fork, and spoon.
Mess tin and cover.
Two towels.

CAPE MOUNTED RIFLE REGIMENT.

Two pairs of white linen trousers.
Two pairs of short boots.
Three pairs of socks.
Three shirts.
One stock and clasp.
One pair of braces.
One valise.
One forage cap.
Two shoe brushes.
One tin of blacking.
One clothes brush.
One holdall, or case for small articles.
One comb.
One razor.
One soap and shaving brush.
One knife, fork, and spoon.
One mess tin and cover.
Two towels.

WARRANT for Consolidating into one Establishment, from 25th December 1816 inclusive the Clothing Board and all other Boards of General Officers usually held in *London*.

GEORGE, P. R.

BY His Royal Highness the Prince Regent of the United Kingdom of *Great Britain* and *Ireland*.

WHEREAS we have judged it expedient to consolidate into one establishment the Clothing Board and other Boards of General Officers, occasionally assembled in London for particular duties; Our will and pleasure therefore is, that the Consolidated Board do consist of the General Officers mentioned in the list hereunto annexed, and shall be formed on the 25th December next.

The duties which We are pleased to assign to the Consolidated Board of General Officers, are the inspection and sealing of pattern articles of clothing and appointments for the army, the passing of assignments of the clothing allowance, the investigation of pecuniary claims which may arise between colonels of regiments, and of claims of the description heretofore assigned to the "Board of Claims," and generally all other duties which Boards of General Officers have usually performed. An acting committee, consisting of one lieutenant-general as president, and four major-generals, shall be annually nominated by our Commander-in-Chief for the dispatch of the general business of the Board; but a greater number of the General Officers of the Board may at any time be assembled, if the same shall be deemed requisite.

None of the members of the acting committee can be allowed to absent themselves from regular attendance at the Board, without previous special permission from our Commander-in-Chief. We are also pleased to order, that the committee shall have power to call for the attendance and assistance of the inspectors of army clothing, or of the officers appointed to inspect such clothing.

We are likewise pleased to declare that the officers composing the committee shall (if not employed on the staff) be respectively allowed the personal staff pay of their army ranks, for the certified days of their actual attendance at Boards.

It is our further pleasure that the Consolidated Board of General Officers do obey all such orders and instructions as they shall from time to time receive from us, our Commander-in-Chief, or our Secretary-at-War; and that upon all points purely of a pecuniary nature the Board shall communicate specially with our Secretary-at-War.

And for so doing this shall be, to all persons whom it may concern, a sufficient warrant, authority and direction.

Given at Our Court at Carlton House, this 30th day of November 1816, in the 57th year of His Majesty's Reign.

By command of His Royal Highness the Prince Regent, in the name and on the behalf of His Majesty.

(signed) *Palmerston.*

LIST

List referred to in the preceding Warrant.

General Earl Harcourt.
„ Sir David Dundas, G.C.B.
„ Sir Alured Clarke, G.C.B.
„ Earl of Harrington.
„ Nisbet Balfour.
„ Edmond Stevens.
„ Francis Edward Gwyn.
„ Earl Cathcart, K.T.
„ Sir Hugh Dalrymple, bart.
„ Oliver De Lancy.
„ Alexander Ross.
„ Sir Geo. Hewitt, bart.
„ Sir John Francis Cradock, G.C.B. & K.C.
„ Richard Rich Wilford.
„ Earl of Rosslyn.
„ Sir George Beckwith, G.C.B.
„ Earl Ludlow, G.C.B.

Lieut.-General Hon. Edwd. Finch.
„ Henry Wynyard.
„ Marquis of Anglesey, G.C.B.
„ Sir Robert Brownrigg, bart., G.C.B.
„ Hon. Edmund Phipps.
„ William Cartwright.
„ Sir Charles Green, bart.
„ Sir Henry Calvert, G.C.B.
„ Sir Hildebrand Oaks, bart.
„ Hon. Henry George Grey.
„ Hon. Sir Edward Paget, G.C.B.

Lieut.-General Sir Brent Spencer, G.C.B.
„ Hon. Sir John Abercromby, G.C.B.
„ Earl of Dalhousie, G.C.B.
„ Hon. Sir Alexander Hope, G.C.B.
„ John Fraser.
„ Robert Macfarlane.
„ Sir Samuel Auchmuty, G.C.B.
„ Sir William Henry Clinton, G.C.B.
„ William Wynyard.

Major-General Sir Henry Fane, K.C.B.
„ Robert Bolton.
„ Sir William Anson, K.C.B.
„ Sir George Cooke, K.C.B.
„ William Eden.
„ Sir George Townsend Walker, K.C.B.
„ Sir William Henry Pringle, K.C.B.
„ Philip K. Skinner.
„ Gerard Gosselin.
„ Sir James Willoughby Gordon, K.C.B.
„ Ralph Darling.
„ Edward Baynes.
„ William Gifford.
„ James Orde.
„ Charles Bulkeley Egerton.
„ Sir T. Sidney Beckwith, K.C.B.
„ Sir William Nicholson, bart.
„ Sir Fredrick Adam, K.C.B.

We have been made acquainted with this Warrant. Whitehall, Treasury Chambers, the 20th day of December 1816.

(signed) *Liverpool.*
N. Vansittart.
C. Grant, jun.

WARRANT abolishing Off-reckonings, and allowing the Colonel to provide Clothing, the Cost Price to be paid by the Public.

VICTORIA R.

Whereas it has been found expedient to alter and revise the warrant and regulations regarding the supply of clothing, accoutrements, and appointments to Our army, so that the Colonels of the respective regiments shall in future receive a fixed annual allowance in lieu of deriving any pecuniary emoluments as heretofore from the off-reckonings. We are therefore pleased to direct, that, in future the following allowances shall be made to the Colonels of the respective corps in lieu of off-reckonings, viz.,

Grenadier Guards	1,000*l.*	per annum.	
Coldstream Guards	1,000*l.*	„	
Scots Fusilier do.	1,000*l.*	„	
1st Dragoon Guards	800*l.*	„	
Other Regiments of Dragoon Guards and Dragoons, each	450*l.*	„	
1st Regiment of Foot	1,200*l.*	„	To be reduced to 1,000*l.* in the event of a vacancy occurring.
60th do. 1st Battalion	600*l.*	„	
60th do. 2d do.	600*l.*	„	
Rifle Brigade 1st Battalion	600*l.*	„	If appointed before the 1st June 1854, but if appointed subsequently, only 500*l.* per annum.
Rifle Brigade 2d do.	600*l.*	„	
Other Regiments of Infantry of the Line and West India Regiments, each	600*l.*	„	

The clothing, accoutrements, and appointments will in future be provided by the Colonel, the public only paying the cost price of such articles; the payment will be made under such regulations as the Secretary-at-War may hereafter determine.

The engagements already entered into by the Colonels of the respective corps will be taken over by the Public in such manner as the Secretary-at-War may hereafter direct.

Given at Our Court at St. James's, this sixth day of June 1854, in the seventeenth year of Our reign.

By Her Majesty's Command,
Sidney Herbert.

Appendix, No. 2.

WARRANT authorising Clothing to be supplied by the Public.

VICTORIA R.

WHEREAS it has been found expedient to alter and revise the warrant and regulations regarding the supply of clothing, accoutrements, and appointments to Our army: We are pleased to direct that in future the following allowances shall be made to the Colonels of the respective corps in lieu of off-reckonings, viz.,—

Grenadier Guards		1,000*l.* per annum.	
Coldstream Guards		1,000*l.*	„
Scots Fusilier do.		1,000*l.*	„
1st Dragoon Guards		800*l.*	„
Other Regiments of Dragoon Guards and Dragoons, each		450*l.*	„
1st Regiment of Foot		1,200*l.*	„	To be reduced to 1000*l.* in the event of a vacancy occurring.
60th do.	1st Battalion	600*l.*	„	
	2d do.	600*l.*	„	
Rifle Brigade	1st Battalion	600*l.*	„	If appointed before the 1st June 1854; but if appointed subsequently, only 500*l.* per annum.
	2d do.	600*l.*	„	
Other Regiments of Infantry of the Line and West India Regiments, each		600*l.*	„	

The clothing, accoutrements, and appointments to Our army will in future be provided in such manner and under such regulations as shall from time to time be determined upon by Us, under Our authority, signified by one of Our principal Secretaries of State.

The engagements already entered into by the Colonels of the respective corps will be taken over by the public in such manner as may hereafter be determined upon.

Given at Our Court at St. James's, this twenty-first day of June 1855, in the eighteenth year of Our reign.

By Her Majesty's Command,
Panmure.

WARRANT abolishing the Board of General Officers.

VICTORIA R.

WHEREAS it has been found expedient, in altering and revising the system which regulates the supply of clothing, accoutrements, and appointments to Our army, to abolish the Consolidated Board of General Officers, Our will and pleasure, therefore, is, that the said Board be hereby and henceforth abolished: And We are pleased to direct, that the duties connected with the clothing of Our army, which have been performed by the said Consolidated Board of General Officers, shall in future be performed by the Director General of Army Clothing, reserving to Ourselves the right of determining from time to time the patterns of the said clothing, accoutrements, and equipments: and We further direct, that all records and documents relating to the clothing of Our army, which are in the custody of the said Consolidated Board of General Officers, be given over to the Director General of Army Clothing.

Given at Our Court at St. James's, this twenty-first day of June 1855, in the eighteenth year of Our reign.

By Her Majesty's Command.
Panmure.

MEMORANDUM relative to Army Clothing.

THE annexed comparative statement shows the actual cost of the clothing for a regiment of the line under the old system compared with the cost of the clothing provided by the Government.

The off-reckonings formerly granted to colonels were to provide clothing of the old coatee pattern at the prices inserted in column No. 1, and the public could not have called upon the colonels to provide the improved clothing without granting at the same time a corresponding increase of off-reckoning.

The off-reckoning formerly granted to a colonel to clothe a regiment of 1,091 non-commissioned officers and men in the old pattern clothing was 2,928*l.* 7*s.* 2*d.*, and the actual cost to the public of the clothing for this year is 2,984*l.* 0*s.* 8*d.*, or 55*l.* 13*s.* 6*d.* per regiment more than the old clothing cost.

Had the colonel provided the improved clothing it would have been necessary to increase the off-reckoning from 2,928*l.* 7*s.* 2*d.* to 3,329*l.* 7*s.* 2*d.*, being an increase of 401*l.*, whereas the clothing is provided by the Government at an increase of only 55*l.* 13*s.* 6*d.* beyond the old off-reckoning, or 345*l.* 6*s.* 6*d.* less than the increase it would have been necessary to make to the colonel's off-reckonings.

War Office, 5 June 1857. *G. D. Ramsay.*

COMPARATIVE STATEMENT OF THE COST OF ARMY CLOTHING.

INFANTRY of the LINE.	1. Prices of Clothing of the Coatee Pattern, as shown in Sir A. Woodford's Evidence before the Committee on Army and Ordnance Expenditure in 1850.	2. Intrinsic Value of Materials in the Clothing of the Coatee Pattern.	3. Prices of Tunic Clothing made of the old Cloth and supplied by Clothiers in 1855–6 and 1856–7, under Engagements with the Colonels.	4. Intrinsic Value of Materials used in the Tunic Clothing of 1855–6 and 1856–7.	5. Prices of Tunic Clothing of the Improved Cloth supplied by the War Office for 1857–8.	6. Intrinsic Value of Materials used in the War Office Tunic Clothing for 1857–8.	7. Cost per Yard of the Cloth used for Coatees and Tunics supplied by Army Clothiers.	8. Cost per Yard of the Cloth used for the Tunics provided by the War Office for 1857–8.	9. Difference in the Value of the Materials in the Coatee Pattern, and the Materials in the New Clothing supplied by the War Office.	10. Difference in the Value of Materials in the Tunic Clothing of 1855–6, furnished by Army Clothiers under Engagements with the Colonels, and the Materials in the New Clothing supplied by the War Office in 1857–8.	11. Off-reckonings formerly allowed to Colonels (after deducting a Sum for Accoutrements), for providing each Man with Clothing of the Coatee Pattern.	12. Off-reckonings it would have been necessary to grant the Colonels, had they been called upon to furnish Clothing equal in value to that now in use.	13. Total Amount of Off-reckonings formerly allowed to Colonels for the Coatee Pattern for a Battalion of 3 Staff Sergeants, 64 Sergeants, 48 Corporals, 24 Drummers, 952 Men.	14. Total Cost of the New War Office Clothing of 1857–8, for a Battalion of 3 Staff Sergeants, 64 Sergeants, 48 Corporals, 24 Drummers, 952 Men.	15. Total Amount of Off-reckonings at the Increased Rates for a Battalion of 3 Staff Sergeants, 64 Sergeants, 48 Corporals, 24 Drummers, 952 Men.
	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.
Staff Sergeants — Cap	– 17 –	– –	– 15 –	– –	– 9 3	– –	– –	– –	– –	– –					
Staff Sergeants — Coat	6 15 –	– –	4 3 –	2 8 11	2 17 6	2 8 11	– 18 –	– 18 –	– –	– –					
Staff Sergeants — Trousers	1 3 6	– 17 –	1 5 3	– 17 –	1 – 8	– 17 –	– –	– –	– –	– –	7 4 2	7 4 2	21 12 6	15 13 3	21 12 6
Staff Sergeants — Boots, 2 pairs	– 14 6	– –	– 17 –	– –	– 18 –	– –	– –	– –	– –	– –					
Sergeants — Cap	– 5 2	– –	– 5 –	– –	– 3 4	– –	– –	– –	– –	– –					
Sergeants — Coat	1 6 6	– 18 –	1 12 5	1 – –	1 4 4	1 – –	– 9 2	– 9 2	– 2 –	– –					
Sergeants — Trousers	– 13 3	– 10 5	– 14 1	– 10 5	– 11 7	– 10 5	– –	– –	– –	– –	7 4 2	7 4 2	461 6 8	180 – –	461 6 8
Sergeants — Boots, 2 pairs	– 14 6	– –	– 17 –	– –	– 18 –	– –	– –	– –	– –	– –					
Corporals — Cap	– 3 8	– –	– 3 9	– –	– 2 10	– –	– –	– –	– –	– –					
Corporals — Coat	– 13 10	– 10 8	1 – 6	– 11 5	1 2 3	– 17 –	– 5 9	– 8 9	– 6 4	– 5 7					
Corporals — Trousers	– 8 5	– 7 1	– 9 6	– 7 1	– 8 2	– 7 1	– –	– –	– –	– –	4 17 6	5 5 11	234 – –	100 4 –	254 4 –
Corporals — Boots, 1 pair	– 7 3	– –	– 8 6	– –	– 9 –	– –	– –	– –	– –	– –					
Drummers — Cap	– 3 8	– –	– 3 9	– –	– 2 10	– –	– –	– –	– –	– –					
Drummers — Coat	1 13 –	1 3 –	1 16 3	1 4 –	1 9 –	1 4 –	– 5 9	– 8 9	– 1 –	– –					
Drummers — Trousers	– 8 5	– 7 1	– 9 3	– 7 1	– 8 2	– 7 1	– –	– –	– –	– –	4 17 6	4 17 6	117 – –	58 4 –	117 – –
Drummers — Boots, 1 pair	– 7 3	– –	– 8 6	– –	– 9 –	– –	– –	– –	– –	– –					
Privates — Cap	– 3 8	– –	– 3 9	– –	– 2 10	– –	– –	– –	– –	– –					
Privates — Coat	– 13 10	– 10 5¼	1 – –	– 11 2	1 1 10	– 16 9½	– 5 9	– 8 9	– 6 4¼	– 5 7½					
Privates — Trousers	– 8 5	– 7 1	– 9 6	– 7 1	– 8 2	– 7 1	– –	– –	– –	– –	2 4 –	2 12 –	2,094 8 –	1,967 9 4	2,475 4 –
Privates — Boots, 1 pair	– 7 3	– –	– 8 6	– –	– 9 –	– –	– –	– –	– –	– –					
												£.	2,928 7 2	2,321 10 7	3,329 7 2
Incidental and Departmental Expenses—7 per cent.														162 10 1	
Annual Allowance to Colonels in lieu of Profits from Off-reckonings														500 – –	
														£ 2,984 – 8	2,984 – 8

Sum it would have cost the Public more annually per Battalion to provide the Improved Clothing, if the old system had been continued - - £. 345 6 6

Remarks.—A Cap is intended to last two years; the Price inserted in this Statement for that Article is its yearly cost. The increased cost of Boots this year is consequent upon the great rise in the price of Leather.

Appendix, No. 2.

REGIMENTAL CLOTHING FOR THE ROYAL ARTILLERY.

ONE YEAR'S SUPPLY.

ESTIMATED COST of MATERIALS and MAKING-UP by MILITARY TRADESMEN, compared with the present Contract Prices.

ABSTRACT, showing the result of the annexed Calculations.

GARMENTS.	Saving on each Garment.	Number of each Required.	Total Amount of Saving for One Year.
HORSE ARTILLERY:			
Staff Serjeants:	s. d.		£. s. d.
Jackets - Dress - - - - -	12 -¼	19	11 8 4¾
Jackets - Undress - - - - -	4 7	19	4 7 1
Overalls - - - - -	4 9	19	4 10 3
Serjeants:			
Jackets - Dress - - - - -	17 11¾	69	62 - 6¾
Jackets - Undress - - - - -	6 2	69	21 5 6
Overalls - - - - -	6 -¼	69	20 15 5¼
Common:			
Jackets - Dress - - - - -	10 4½	2,035	1,055 13 1½
Jackets - Undress - - - - -	7 -½	2,035	716 9 9½
Overalls - - - - -	6 4¾	2,035	650 15 6¼
BATTALIONS:			
Staff Serjeants:			
Tunics - - - - - - -	15 8	57	44 13 -
Trousers - - - - - -	4 7¾	57	13 4 9¾
Serjeants:			
Tunics - - - - - - -	14 11¾	1,129	845 11 5¾
Trousers - - - - - -	2 8½	1,129	152 17 8½
Common:			
Tunics - - - - - - -	4 1¼	21,073	4,324 7 1¼
Trousers - - - - - -	1 7	21,073	1,668 5 7
Undress for Recruits:			
Jackets - - - - - - -	1 10½	2,240	210 - -
Trousers - - - - - - -	1 10½	2,240	210 - -
Add 10 per cent. on the Total Cost of Materials, for Saving in obtaining the Articles in large Quantities direct from the Manufacturers by Contract - - - - - - - - -			4,216 19 6¾
		£.	14,233 4 11

The most careful attention has been given by experienced tradesmen to the calculations herein made, and, as a whole, it is believed to be a practicable working estimate.

ESTIMATE of the Quantities and the Cost of MATERIALS, with the Prices for Cutting and Making REGIMENTAL CLOTHING for th

The whole of the Quantities calculated for Thirty Garmen

	Blue Cloth.	Scarlet Cloth.	Black Shalloon,	White Calico.	White Shalloon or Serge.	Stay Tape.	Royal Cord.	Brass Buttons. Large.	Brass Buttons. Small.	Iron Buttons.	Buckram.	Hooks and Eyes.	Brown Holland.	Blac Twilled C
	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£.
Staff Serjeants :	35⅝, at 17s. 6d.,	1⅞ at 20s.,		30 at 6½d.,	26¼ at 2s.,	7½ at –¼d.,	720 at 3s. 9d.,	35 at 2s. 3d.,	15 at 1s.,		1¼ at 1s.,	30 at 2d.,	⅜ at 7d.,	
Jacket { Dress	31 3 5¼	1 17 6	- - -	– 16 3	2 12 6	– – 1⅜	135 – –	3 18 9	– 15 –	- - -	– 1 3	– 5 –	– – 2½	- -
Jacket {	35⅝, at 17s. 6d.,	1 7/16 at 20s.,		30 at 6½d.,	26¼ at 2s.,	30 at ¼d.,	120 at 3s. 9d.,	35 at 2s. 3d.,	15 at 1s,,		1¼ at 1s.,	2½ at 2d.,	⅜ at 7d.,	
Undress	31 3 5¼	1 8 9	- - -	– 16 3	2 12 6	– – 7½	22 10 –	3 18 9	– 15 –	- - -	– 1 3	– – 5	– –	- -
Overalls	48¾, at 17s.6d., 42 13 1½	3 1/16 at 20s., 3 5 6½	- - -	- - -	- - -	- - -	- - -	- - -	- - -	55 at ¾d., – 3 5¼	- - -	- - -	22½ at 7d., – 13 1½	1½ at 7d. –
Serjeants :	33¾, at 10s. 9d.,	1⅜ at 14s. 6d ,		30 at 4½d.,	26¼ at 1s. 2d.,	7½ at ¼d.,	690 at 3s. 9d.,	35 at 1s. 9d.,	15 at 10d.,		1¼ at 1s.,	30 at 1½d.,	⅜ at 7d.,	
Jacket { Dress	18 2 9¾	1 5 4½	- - -	– 11 3	1 10 7½	– – 1¾	129 7 6	3 1 3	– 12 6	- - -	– 1 3	– 3 9	– – 2½	- -
Jacket {	33¾, at 10s. 9d.,	1⅜ at 11s. 6d.,		30 at 4½d.,	26¼ at 1s. 2d.,	30 at ¼d.,	120 at 3s. 9d.,	35 at 1s. 9d.,	15 at 10d.,		1¼ at 1s.,	2½ at 1½d.,	⅜ at 7d.,	
Undress	18 2 9¾	– 19 11¼	- - -	– 11 3	1 10 7½	– – 7½	22 10 –	3 1 3	– 12 6	- - -	– 1 3	– – 3¾	– – 2½	- -
Overalls	45, at 10s. 9d., 24 3 9	3 5/18 at 14s. 6d., 2 7 6¼	- - -	- - -	- - -	- - -	- - -	- - -	- - -	50 at ¾d., – 3 1½	- - -	- - -	7½ at 7d., – 4 4½	1½ at 7d. –
Common :	33¾ at 9s. 7d.,	1 at 9s. 6d.,		30 at 4½d.,	26¼ at 1s. 2d.,	7½ at ¼d.,	690, at 3d.,	35 at 6d.,	15 at 2½d ,		1¼ at 1s.,	30 at 1½d.,	⅜ at 7d.,	
Jacket { Dress	16 3 5¼	– 9 6	- - -	– 11 3	1 10 7½	– – 1¾	8 12 6	– 17 6	– 3 1½	- - -	– 1 3	– 3 9	– – 2½	- -
Jacket {	33¾, at 9s. 7d.,	1 at 9s. 6d.,		30 at 4½d.,	26¼ at 1s. 2d.,	30 at ¼d.,	120 at 3d.,	35 at 6d.,	15 at 2½d.,		1¼ at 1s.,	2½ at 1½d.,	⅜ at 7d.,	
Undress	16 3 5¼	– 9 6	- - -	– 11 3	1 10 7½	– – 7½	1 10 –	– 17 6	– 3 1½	- - -	– 1 3	– – 3¾	– – 2½	- -
Overalls	45 at 9s. 2d., 20 12 6	3 5/18 at 9s. 6d., 1 11 1½	- - -	- - -	- - -	- - -	- - -	- - -	- - -	50 at ¾d., – 3 1½	- - -	- - -	7½ at 7d., – 4 4½	1½ at 7d. –
Staff Serjeant :	48¾ at 17s. 6d.,	3 5/16 at 20s.,	15 at 2s.,	26¼ at 6½d.,	26¼ at 2s.,	30 at ¼d.,	97½ at 3s. 9d.,	30 at 2s.,	10 at 1s.,		1¼ at 1s.,	2½ at 2d.,	⅜ at 7d.,	1⅝ at 7d.
Tunic	42 13 1½	3 6 3	1 10 –	– 14 2½	2 12 6	– – 7½	18 5 7½	3 – –	– 10 –	- - -	– 1 3	– – 5	– – 2½	–
Trousers	41¼ at 17s. 6d., 36 1 10½	3 5/18 at 20s., 3 5 6½	- - -	- - -	- - -	- - -	- - -	- - -	- - -	50 at ¾d., – 3 1½	- - -	- - -	22½ at 7d., – 13 1½	1½ at 7d. –
Serjeant :	45 at 10s. 9d.,	3 3/16 at 14s. 6d.,	13⅛ at 1s. 8d.,	26¼ at 4½d.,	26¼ at 1s. 2d.,	30 at ¼d.,	97½ at 3s. 9d.,	30 at 1s. 6d.,	10 at 10d.,		1¼ at 1s.,	2½ at 1½d.,	⅜ at 7d.,	1⅝ at 7d.
Tunic	24 3 9	2 6 2½	1 1 10½	– 9 10	1 10 7½	– – 7½	18 5 7½	2 5 –	– 8 4	- - -	– 1 3	– – 3¾	– – 2½	–
Trousers	39⅜ at 10s. 9d., 21 3 3¼	3 5/18 at 14s. 6d., 2 7 6¼	- - -	11½ at 4½d., – 4 3¾	- - -	- - -	- - -	- - -	- - -	50 at ¾d., – 3 1½	- - -	- - -	7½ at 7d., – 4 4½	1½ at 7d. –
Common :	45 at 7s.,	2 7/16 at 9s. 6d.,	13⅛ at 1s. 8d.,	26¼ at 4½d.,	26¼ at 1s. 2d.,	30 at ¼d.,	97½ at 3d.,	30 at 5d.,	10 at 2½d.,		1¼ at 1s.,	2½ at 1½d.,	⅜ at 7d.,	1⅝ at 7d.
Tunic	15 15 –	1 3 1¼	1 1 10½	– 9 10	1 10 7½	– – 7½	1 4 4½	– 12 6	– 2 1	- - -	– 1 3	– – 3¾	– – 2½	–
Trousers	39⅜ at 7s., 13 15 7½	3 5/18 at 9s. 6d., 1 11 1½	- - -	11½ at 4½d., – 4 3¾	- - -	- - -	- - -	- - -	- - -	50 at ¾d., – 3 1½	- - -	- - -	7½ at 7d., – 4 4½	1½ at 7d. –
Undress for Recruits :	33¾ at 9s. 7d.,	1 at 9s. 6d.,		30 at 4½d.,	26¼ at 1s. 2d.,	30 at ¼d.,		25 at 5d.,	10 at 2½d.,		1¼ at 1s.,	2½ at 1½d.,	⅜ at 7d.,	
Jackets	16 3 5¼	– 9 6	- - -	– 11 3	1 10 7½	– – 7½	- - -	– 10 5	– 2 1	- - -	– 1 3	– – 3¾	– – 2½	- -
Trousers	39⅜ at 9s. 2d., 18 – 11¼	3 5/16 at 9s. 6d., 1 11 1½	- - -	- - -	- - -	- - -	- - -	- - -	- - -	50 at ¾d., – 3 1½	- - -	- - -	7½ at 7d., – 4 4½	1½ at 7d. –

It is important to observe, that the above are the prices at which the article

AL ARTILLERY, showing the present Contract Prices, with the Saving on each Suit, if made by the Military Tailors.

Twist.	Thread.	Silk.	Grenades.	Crown and Gun Badges.	Gold Lace.	Hasson, for Stays.	Total Cost of Materials for 30 Garments.	Total Cost of Materials for 1 Garment.	Cutting.	Making.	Total Cost of 30 Garments.	Total Cost of 1 Garment.	Present Contract Price of 1 Garment.	Saving on each Garment.
£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.
10 at 1*d.*,	8 at 2½*d.*,	2 at 2*s.*,		30 at 11*s.*,	60 at 4*s.*,	4 at 8*d.*,			30 at 6*d.*,	30 at 9*s.*,				
– – 10	– 1 8	– 4 –	– – –	16 10 –	12 – –	– 2 8	205 9 2	6 16 11½	– 15 –	13 10 –	219 14 2	7 6 5¾	7 18 6	– 12 –¼
37½ at 1*d.*,	8 at 2½*d.*,	1 at 2*s.*,		30 at 5*s.* 6*d.*,	30 at 4*s.*,	2 at 8*d.*,			30 at 6*d.*,	30 at 4*s.* 6*d.*,				estimated,
– 3 1½	– 1 8	– 2 –	– – –	8 5 –	6 – –	– 1 4	78 – 3¾	2 12 –	– 15 –	6 15 –	85 10 3¾	2 17 –¼	not fixed –	– 4 7
22½ at 1*d.*,	8 at 2½*d.*,	2 at 2*s.*,				2½ at 8*d.*,			30 at 3*d.*,	30 at 4*s.* 6*d.*,				
– 1 10½	– 1 8	– 4 –	– – –	– – –	– – –	– 1 8	47 5 3¾	1 11 6	– 7 6	6 15 –	54 7 9¾	1 16 3	2 1 –	– 4 9
0 at 1*d.*,	8 at 2½*d.*,	2 at 2*s.*,		30 at 11*s.*,	45 at 4*s.*,	4 at 8*d.*,			30 at 6*d.*,	30 at 4*s.* 6*d.*,				
– – 10	– 1 8	– 4 –	– – –	16 10 –	9 – –	– 2 8	180 15 10	6 – 6¼	– 15 –	6 15 –	188 5 10	6 5 6¼	7 3 6	– 17 11¾
7½ at 1*d.*,	7 at 2½*d.*,	1 at 2*s.*,		30 at 5*s.* 6*d.*,	22½ at 4*s.*,	2 at 8*d.*,			30 at 6*d.*,	30 at 2*s.* 9 *d.*,				estimated,
– 3 1½	– 1 5½	– 2 –	– – –	8 5 –	4 10 –	– 1 4	60 13 8¼	2 – 5½	– 15 –	4 2 6	65 11 2¼	2 3 8½	not fixed –	– 6 2
	8 at 2½*d.*,	2 at 2*s.*,				2½ at 8*d.*,			30 at 3*d.*,	30 at 2*s.* 6*d.*,				
– – –	– 1 8	– 4 –	– – –	– – –	– – –	– 1 8	27 6 11¾	– 18 2¾	– 7 6	3 15 –	31 9 5¾	1 – 11¾	1 7 –	– 6 –¼
0 at 1*d.*,	10 at 2½*d.*,					4 at 8*d.*,			30 at 6*d.*,	30 at 3*s.* 6*d.*,				
– – 10	– 2 1	– – –	– – –	– – –	– – –	– 2 8	28 18 10½	– 19 3½	– 15 –	5 5 –	34 18 10½	1 3 3½	1 13 8	– 10 4½
7½ at 1*d.*,	8 at 2½*d.*,					2 at 8*d.*,			30 at 6*d.*,	30 at 2*s.* 3*d.*,			1 7 3 tendered.	
– 3 1½	– 1 8	– – –	– – –	– – –	– – –	– 1 4	21 13 11½	– 14 5½	– 15 –	3 7 6	25 16 5½	– 17 2½	1 4 3	– 7 –½
	10 at 2½*d.*,					2½ at 8*d.*,			30 at 3*d.*,	30 at 2*s.*,				
– –	– 2 1	– – –	– – –	– – –	– – –	– 1 8	22 15 9	– 15 2¼	– 7 6	3 – –	26 3 3	– 17 5¼	1 3 10	– 6 4¾
½ at 1*d.*,	8 at 2½*d.*,	2 at 2*s.*,	30 at 8*s.* 6*d.*,	30 at 11*s.*,	60 at 4*s.*,	2 at 8*d.*,			30 at 6*d.*,	30 at 7*s.*,				
– 3 1½	– 1 8	– 4 –	12 15 –	16 10 –	12 – –	– 1 4	114 10 3¼	3 16 4	– 15 –	10 10 –	125 15 3¼	4 3 10	4 19 6	– 15 8
⅛ at 1*d.*,	6 at 2½*d.*,	2 at 2*s.*,				2½ at 8*d.*,			30 at 3*d.*,	30 at 3*s.*,				
– 1 10½	– 1 3	– 4 –	– – –	– – –	– – –	– 1 8	40 13 4	1 7 1¼	– 7 6	4 10 –	45 10 10	1 10 4¼	1 15 –	– 4 7¾
at 1*d.*,	8 at 2½*d.*,	1 at 2*s.*,	30 at 8*s.* 6*d.*,	30 at 11*s.*,	45 at 4*s.*,	2 at 8*d.*,			30 at 6*d.*,	30 at 3*s.* 9*d.*,				
– 3 1½	– 1 8	– 2 –	12 15 –	16 10 –	9 – –	– 1 4	89 7 8½	2 19 7	– 15 –	5 12 6	95 15 2½	3 3 10¼	3 18 10	– 14 11¾
	7 at 2½*d.*,	1 at 2*s.*,				2½ at 8*d.*,			30 at 3*d.*,	30 at 1 *s.* 9*d.*,				
– –	– 1 5½	– 2 –	– – –	– – –	– – –	– 1 8	24 8 7¼	– 16 3½	– 7 6	2 12 6	27 8 7¼	– 18 3½	1 1 –	– 2 8½
at 1*d.*,	10 at 2½*d.*,		30 at 1*s.* 8*d.*,			2 at 8*d.*,			30 at 6*d.*,	30 at 3*s.*,				
– 3 1½	– 2 1	– – –	2 10 –	– – –	– – –	– 1 4	24 19 3¾	– 16 7¾	– 15 –	4 10 –	30 4 3¾	1 – 1¾	1 4 3	– 4 1¼
	8 at 2½*d.*,					2½ at 8*d.*,			30 at 3*d.*,	30 at 1*s.* 3*d.*,				
– –	– 1 8	– – –	– – –	– – –	– – –	– 1 8	16 2 9¼	– 10 8¼	– 7 6	1 17 6	18 7 9¼	– 12 3	– 14 10	– 1 7
t 1*d.*,	8 at 2½*d.*,					2 at 8*d.*,			30 at 6*d.*,	30 at 2*s.*,				
– 3 1½	– 1 8	– – –	– – –	– – –	– – –	– 1 4	19 15 10	– 13 2¼	– 15 –	3 – –	23 10 10	– 15 8½	– 17 7	– 1 10½
	8 at 2½*d.*,					2½ at 8*d.*,			30 at 3*d.*,	30 at 1*s.* 3*d.*,				
– –	– 1 8	– – –	– – –	– – –	– – –	– 1 8	20 3 9½	– 13 5½	– 7 6	1 17 6	22 8 9½	– 14 11½	– 16 10	– 1 10½

ed in small quantities from London tradesmen.

Appendix, No. 2.

MEMORANDUM showing the additional Expense which would be incurred in furnishing the same Quality of Cloth for the Tunics and Trousers of the Battalion Artillery, as now supplied in the Jackets and Trousers of the Horse Artillery.

Horse Artillery: Cloth per Yard.	Battalion: Cloth per Yard.	Increase.	Number of Yards Required.	Amount.
		s. *d.*		£. *s.* *d.*
Jacket, 9 *s.* 7 *d.* -	Tunic, 7 *s.* - -	2 7	31,609	4,082 16 7
Trousers, 9 *s.* 2 *d.* -	Trousers, 7 *s.* - -	2 2	27,658	2,996 5 8
				7,079 2 3
			Deduct 10 per Cent. - - -	707 18 2
			£.	6,371 4 1

	£. *s.* *d.*
Total Saving with present pattern Cloth - -	14,233 4 11
Deduct increase for Superior Cloth - -	6,371 4 1
£.	7,862 - 10

PAPERS RELATING TO THE WEEDON ESTABLISHMENT.

PROPOSED ESTABLISHMENT OF INSPECTORS AND VIEWERS AT WEEDON.

Cloth and Garniture:

1 Chief Inspector, at 300 *l.* to 350 *l.* - - - - - - - per annum.
1 Inspector at 250 *l.* - - - - - - -

Saddlery and Army Necessaries:

1 Inspector, at 250 *l.*			per annum.
1 Chief Viewer, at 7 *s.*		per day	6 days in the week.
4 Viewers	two 1st class, at 6 *s.*	,,	
	two 2d class, at 5 *s.*	,,	

Boots:

1 Inspector, at 250 *l.*			per annum.
1 Chief Viewer, at 7 *s.*		per day	6 days in the week.
5 Viewers	three 1st class, at 6 *s.*	,,	
	two 2d class, at 5 *s.*	,,	

INSPECTION NOTE, MADE-UP CLOTHING.

Army Clothing Depôt, Weedon,

day of 185

FOR INSPECTION.

RECEIVED, by order of the Director-general of Contracts, the following particulars,

From

	Total Amount of Articles.

The hours of delivery are from eight to half-past three o'clock.

MEMORANDUM.—The following being kept as close holidays, viz., the celebration of Her Majesty's Birth Day, Coronation-day, Good Friday, and Christmas-day, no stores can be received on those days.

The clothing for each regiment to be completed in one delivery, as none will be received unless the whole supply is complete, which should include the sealed patterns for the regiment.

The quantities of each description of clothing supplied to be filled in the space left vacant for the purpose. When the supply is in materials, it must be denoted by an asterisk against the figure thus.*

Appendix, No. 2.

D. R. No.

Register No. Day of 185

RECEIVE, pursuant to the Order of the Director-General of Contracts,

dated* day of 185 . Warrant No.

For what Service required } From

TUNICS.						SHELL JACKETS.						QUANTITY.			Reasons for Rejection.
Band-Master.	Band.	Staff Serjeants.	Battalion Serjeants.	Drummers.	Rank and File.	Band-Master.	Band.	Staff Serjeants.	Battalion Serjeants.	Drummers.	Rank and File.	Supplied.	Approved.	Rejected.	

TROUSERS.						BADGES.					
						Silver Crowns.	Silver Wings.	Colour Badges.	Chevrons.		

Inspected, day of 185 .

Note.—The following directions are to be particularly attended to:

1st.—Insert the date of the order or warrant (if any) and the service.

2d.—The articles to be described by the names in which they are designated in the order, and the number or weight to be entered in the first column, under the printed word "Supplied."

3d.—This paper to be signed by the contractors.

4th.—Patterns always to be returned with the first supply.

Appendix, No. 2.

FORM OF NOTIFICATION OF INSPECTION TO CONTRACTORS.

Army Clothing Depôt,

Weedon, _____ 185

Sir,

The following being the result of your delivery of
upon the date below stated, I have to request you will transmit to me monied invoices for the quantities approved, and cause those rejected to be immediately removed from this depôt.

DATE OF DELIVERY.	QUANTITY SUPPLIED.	APPROVED.	REJECTED.

I am, Sir,

Your obedient Servant,

Superintendent.

INSPECTION NOTE, CLOTH or BOOTS.

Army Clothing Depôt, Weedon,

day of 185

FOR INSPECTION.

RECEIVED, by order of the Director-general of Contracts, the following Particulars,

From

Total Amount of Articles

Appendix, No. 2.

The hours of delivery are from eight to half-past three o'clock.

MEMORANDUM.—The following being kept as close holidays, viz.:—the celebration of Her Majesty's Birth-day, Coronation-day, Good Friday, and Christmas-day, no stores can be received on those days.

In order to insure the return of a receipt for stores delivered for inspection by the person who attends the delivery on the part of the contractor, and that he may be detained as short a time as possible, the contractor is requested to cause this receipt to be written out to correspond with the accompanying receiving note, which, if correct, will be signed and returned by his servant. Should there be any variation, it will be noticed in the margin, and a receipt given for the corrected quantities.

D. R. No.

Register No. day of 185

RECEIVE, pursuant to the order of the Director-general of Contracts,

dated* day of 185 Warrant No.

For what Service required } _____ From _____

ARTICLES.	QUANTITY.			Reasons for Rejection.
	Supplied.	Approved.	Rejected.	

Inspected, day of 185

NOTE.—The following directions are to be particularly attended to—

1st.—Insert the date of the order or warrant (if any) and the service.

2d.—The articles to be described by the names in which they are designated in the order, and the number or weight to be entered in the first column under the printed word "Supplied."

3d.—This paper to be signed by the contractors.

4th.—Patterns always to be returned with the first supply.

Appendix, No. 2.

FORM OF CERTIFICATE FOR STORES RECEIVED AND INSPECTED, UPON WHICH PAYMENT IS MADE.

C.A.O.

For Payment

S.—No. 6.

Regr.

CERTIFICATE and RECEIPT, No. ———

War Department,

WE hereby Certify, that the following Articles received from

for the Service at

pursuant to the Order of the

were delivered into Store on the

and that they have been inspected and compared with the Patterns and Specifications, and found to be conformable thereto, and to the terms of the Contract or Agreement* for the Supply; and that they are fit for Her Majesty's Service, viz.

(Signed)

For the Director General of Stores.

Date

(Signed)

Rank, Profession, or Trade)

Date

(Signed)

Storekeeper, or Person making the Inspection for the Storekeeper.

Date

War Department,

I hereby acknowledged to have received into my charge the above-mentioned Articles, which have been supplied by

for

(Signed) Storekeeper.

Date

* Date of Contract or Agreement to be noted in the margin.

Appendix, No. 2.

STATEMENT showing the Amount of CERTIFICATES passed for Payment, between the 19th December 1855 and 31st March 1857, with the Amount of SALARIES, WAGES, and ALLOWANCES, forming the TOTAL EXPENSE of the ESTABLISHMENT during the same Period at *Weedon*, and also the Amount paid for CARRIAGE and FREIGHT of STORES for the same Period.

	£. s. d.	
Amount of certificates passed during the above period - - - - - - - - -	476,707 11 11	
Amount paid for		
Salaries - - - - £. 3,450 13 1		
Wages - - - - 6,436 14 3		
Allowances - - - 533 14 3		
	10,421 1 7	2*l.* 3*s.* 8½*d.* per cent. on value of stores.
Carriage of Stores - - - - - £.	3,897 1 10	16*s.* 4*d.* per cent

J. S. Elliott, P. M. S.

RETURN of the Names of the FOREMEN, VIEWERS, ARTIFICERS, LABOURERS, and FEMALES employed at the ARMY CLOTHING DEPÔT, *Weedon*, stating the Salary in each case.

		s.	d.			s.	d.	
Foremen	Boyd, Samuel - -	7	–	per day.	Office Keeper -	Sims, T. - - -	21	– per week.
	Brodie, Alexander -	7	–	„	Messenger -	Paisey, Frederick -	2	6 per day.
	Cook, George - -	7	–	„	Gate Keeper -	Barge, John - -	17	6 per week.
Chief Packer -	Daley, Thomas -	7	–	„		Cosford, Thomas -	2	8 per day.
Viewers -	Allen, Thomas -	3	8	„		Pierce, John - -	2	8 „
	Angles, J. - -	5	–	„		Sutton, Simon - -	2	8 „
	Dee, William - -	5	–	„		Allen, Thomas -	2	6 „
	Elmer, John - -	3	8	„		Adams, William -	2	6 „
	Groves, J. - -	3	8	„		Adams, James -	2	6 „
	Mansbridge, E. -	3	8	„		Agutter, Caleb -	2	6 „
	Marsh, George -	4	6	„		Butlin, William -	2	6 „
	Stocker, Edward -	3	8	„		Bradgate, James -	2	6 „
	Thornton, Edward -	4	6	„		Browne, Henry -	2	6 „
	Walters, William -	3	8	„		Basford, Thomas -	2	6 „
	Wingrove, T. - -	3	8	„	Labourers -	Basford, Robert -	2	6 „
Police Serjeant	Charley, Thomas -	2	2	„		Basford, Joseph -	2	6 „
						Buckley, William -	2	6 „
Police -	Dainty, Samuel -	1	8	„		Bush, William -	2	6 „
	Garbett, Henry -	1	8	„		Bartram, Robert -	2	6 „
	Johnson, William -	1	8	„		Bodhouse, George -	2	6 „
	Robinson, Thomas -	1	8	„		Blakeman, T. - -	2	6 „
						Birch, Edward -	2	6 „
Artificers	Easy, Robert - -	4	–	„		Cardy, Reuben -	2	6 „
	Franklin, James -	4	6	„		Clarke, Frederick -	2	6 „
	Hanley, William -	4	6	„		Clarke, Henry -	2	6 „
	Watts, George - -	4	–	„		Cook, Robert - -	2	6 „
						Cook, James - -	2	6 „

RETURN of the Names of the Foremen, Viewers, Artificers, Labourers, and Females, &c.—*continued.*

		s.	d.	
Labourers	Cousins, Charlie	2	6	per day.
	Cooney, James	2	6	„
	Cotes, Ely	2	6	„
	Crawley, Thomas	2	6	„
	Cole, Thomas	2	6	„
	Cummins, James	2	6	„
	Chapman, John	2	6	„
	Crutchley, Henry	2	6	„
	Duffy, Michael	2	6	„
	Dunt, James	2	6	„
	Daley, John	2	6	„
	Denny, Richard	2	6	„
	Donaghue, Thomas	2	6	„
	Dent, Thomas	2	6	„
	Field, Charles	2	6	„
	Field, James	2	6	„
	Gudgeon, Ebenezer	2	6	„
	Gudgeon, Parker	2	6	„
	Gudgeon, Thomas	2	6	„
	Gudgeon, John	2	6	„
	Greenham, Samuel	2	6	„
	Groves, E.	2	6	„
	Green, John	2	6	„
	Hall, William	2	6	„
	Handcock, John	2	6	„
	Hore, Morris	2	6	„
	Horton, Thomas	2	6	„
	Herbert, Patrick	2	6	„
	Hanner, Henry	2	6	„
	Izzard, John	2	6	„
	Jeyes, Thomas	2	6	„
	King, John	2	6	„
	King, George	2	6	„
	Leader, E.	2	6	„
	Littlemore, William	2	6	„
	Loveday, James	2	6	„
	Loveday, John	2	6	„
	Lord, Levi	2	6	„
	Mann, Thomas	2	6	„
	Martin, James	2	6	„
	Martin, Charles	2	6	„
	M'Kay, John	2	6	„
	Mudiman, Edward	2	6	„
	Munday, James	2	6	per day.
	Muscott, Daniel	2	6	„
	Meacock, William	2	6	„
	Noon, George	2	6	„
	Nolan, William	2	6	„
	Osborne, William	2	6	„
	O'Sulivan, Timothy	2	6	„
	Parry, Ephraim	2	6	„
	Phillips, John	2	6	„
	Quelch, William	2	6	„
	Quelch, Valentine	2	6	„
	Riley, James	2	6	„
	Reeves, Richard	2	6	„
	Rogers, Joseph	2	6	„
	Riches, James	2	6	„
Labourers	Shirley, Henry	2	6	„
	Southgate, James	2	6	„
	Stephens, John	2	6	„
	Spencer, John	2	6	„
	Speran, James	2	6	„
	Thomson, Joseph	2	6	„
	Thomson, Thomas	2	6	„
	Thorney, William	2	6	„
	Thwaite, John	2	6	„
	Towers, George	2	6	„
	Towers, Jonathan	2	6	„
	Tournour, William	2	6	„
	West, Samuel	2	6	„
	Wynne, G. H.	2	6	„
	Witham, William	2	6	„
	Warren, Charles	2	6	„
	Ward, Samuel	2	6	„
	Whitaker, William	2	6	„
	Whiting, William	2	6	„
Females	Benn, Clara	1	8	„
	Donaghue, Lucy	1	8	„
	Elmir, Elizabeth	1	8	„
	Field, Anne	1	8	„
	Hall, Emily	1	8	„
	M'Donald, M. A.	1	8	„
	Pierce, Anne	1	8	„
	Walsh, Anne	1	8	„

RECAPITULATION.

Foremen.	Viewers.	Police.		Artificers.	Office Keeper, &c.	Labourers.	Females.
		Serjeants.	Privates.				
4	11	1	4	4	3	101	8

Military Store Office,
Weedon, 25th May 1857.

J. S. Elliott, P. M. S.

Appendix, No. 2.

RETURN of the Names of Officers, Clerks, and Inspectors, employed at the Army Clothing Depôt, *Weedon*, with the Salary in each case.

RANK.	NAMES.	SALARY FROM	SALARY TO
		£.	£.
Principal Military Storekeeper - -	Elliott, James Sutton -	800	850
Assistant ditto - ditto - -	Green, William - -	250	330
1st Class Clerks - - -	Moore, James - -	230	290
	Dwyer, Edward K. -	230	290
	Gibbons, David - -	150	220
	Angell, John Charles -	150	220
2d Class Clerks - - -	Sparkes, Thomas -	90	160
	Eagle, William J. -	90	160
	Bennett, William D. -	90	160
	Romilly, George T. -	90	160
	Baker, William J. -	90	160
	Stack, Thomas G. -	90	160
Temporary Clerks - - -	Homan, Travers H. -	100	—
	Pett, Thornton T. -	100	—
	Webb, Charles - -	100	—
1st Class Inspector - - (Cloth)	Hoile, Henry - -	300	350
2d Class ditto - - (Saddlery)	Smith, Thomas - -	200	290
3rd Class ditto - - (Cloth)	Mallett, Thomas - -	100	190
4th Class ditto - (Miscellaneous)	Gray, James C. - -	100	190
5th Class ditto - - (Boots)	Watson, Noah - -	100	190
6th Class ditto - - (ditto)	Folkerd, John L. -	100	190
7th Class ditto - - (Cloth)	Hebden, William -	100	190

Military Store Office, Weedon.

J. S. Elliott, P. M. S.

MEMORANDA showing the Expense at which the Army Clothing can be packed at the Weedon Depôt, and the Data upon which that Estimate is founded.

Between the 5th March and 31st October 1856, 8,837 bales were packed, in making which 21,955 yards of canvas were consumed, forming an average of about two yards and a half each. In the subjoined statement three yards have been taken, so as to avoid an unfair or too favourable view of the expense.

During the same time the greatest number of men employed in the packing branch was fifteen labourers and one chief packer, the wages of whom for 207 working days were 460*l.* 11*s.* 6*d.*, giving an average per bale of 1*s.* 0½*d.*, which is calculated as if the number of men stated had been employed in packing during the whole period, which was not the case.

Cost of a Bale containing 50 Tunics or 100 Trousers.

		£.	s.	d.
For United Kingdom - -	3 yards canvas at 7½*d.* - - -	–	1	10½
	Paper, &c. - - - - - -	–	–	4
	Wages - - - - - -	–	1	–½
	£.	–	3	3

Appendix, No. 2.

		£.	s.	d.
For East Indies, Mauritius, Cape, and Australia.	3 yards canvas at 7½ d.	–	1	10½
	3 yards canvas, oiled, at 9 d.	–	2	3
	Paper, &c.	–	–	6
	Rope	–	–	6
	Labour	–	1	2½
	£.	–	6	4
For America, West Indies, and Mediterranean.	3 yards canvas at 7½ d.	–	1	10½
	Paper, &c.	–	–	10
	Rope	–	–	6
	Labour	–	–	1½
	£.	–	4	4

Cost of Cases capable of Packing 100 Pairs of Boots.

Timber	–	9	–
Nails and hooping	–	1	–
Labour	–	2	6
£.	–	12	6
Cost of Casks to hold 120 Pairs of Boots	–	10	–

Expense of Packing Cloth for one Regiment.

For United Kingdom	24 bales, 50 tunics each, at 3 s. 3 d.	5	17	–
	12 bales, 100 trousers each, at 3 s. 6 d.			
	11 casks, 120 pairs of boots each, at 10 s.	5	10	–
	£.	11	7	–
For East Indies, Cape, Mauritius, and Australia.	36 bales at 6 s. 4 d.	11	8	–
	13 cases, 100 boots each, 12 s. 6 d.	8	2	6
	£.	19	10	6
For America, West Indies, and Mediterranean.	36 bales at 4 s. 4 d.	7	16	–
	13 cases, 100 pair boots each, 12 s. 6 d.	8	2	6
	£.	15	18	6
37 Regiments, United Kingdon, at 11 l. 7 s.		419	19	–
40 Regiments, Indian, &c., at 19 l. 10 s. 6 d.		781	–	–
32 Regiments, America, &c., at 15 l. 18 s. 6 d.		509	12	–
	£.	1,710	11	–

Number of bales packed from the 5th March 1856 to 25th May 1857 - - - £. 15,3 01.

A RETURN of the Prices paid for various Articles of CLOTHING supplied to the ARMY, COLONIAL CORPS, &c., &c., for the Year 1854-5.

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A RETURN of the Prices paid for various Articles of CLOTHING supplied to the ARMY, COLONIAL CORPS, &c., &c., for the Year 1854-5.

FOOT GUARDS.	£.	s.	d.
Staff Serjeants:			
Tunic, with gold shoulder cords	4	16	–
White kerseymere waistcoats	–	16	6
Pair of trousers	1	8	–
Embroidered belt for drum-major	1	15	–
Pair of buckskin gloves	–	4	6
Serjeants:			
Tunic, with chevrons	4	18	–
Drill serjeant's tunic, with chevrons and cane	5	13	–
White waistcoat	–	16	6
Pair of grey trousers	1	2	–
Pair of leather gloves	–	4	6
Drummers:			
Tunics	2	17	–
White waistcoat	–	7	–
Pair of grey trousers	–	12	3
Drum carriage	–	3	–
Privates:			
Tunic	1	15	6
White waistcoat	–	7	–
Pair of grey trousers	–	12	3
Band Master:			
Tunic, with wings and sword-knots	16	2	–
White waistcoat	–	16	6
Pair of grey trousers	1	8	–
Band Serjeant:			
Tunic, with wings and chevrons	10	9	6
White waistcoat	–	8	–
Pair of grey trousers	1	2	–
Time Beaters:			
Tunic, with gold wings	11	10	–
White waistcoat	–	8	–
Pair of grey trousers	1	2	–

FOOT GUARDS—*continued.*	£.	s.	d.
Band:			
Tunic, with gold wings	9	4	–
White waistcoat	–	8	–
Pair of grey trousers	1	2	–
Boots, all ranks	–	8	6
Colour badges, per set	1	3	6
Lancer serjeant's badges	–	2	–
Corporal's ditto	–	1	4
Good conduct ditto	–	–	3
Bearskins, each	2	15	–
Chains and plumes	–	4	–

The price of bearskins varies, the present price is 72 *s.* each. During the war they ran so high as 92 *s.*

INFANTRY OF THE LINE.	£.	s.	d.
Staff Serjeants:			
Serjeant-major's tunic	3	19	5
Quartermaster-serjeant's tunic	3	14	8
Drum-major's tunic	4	4	4
Band-master's tunic	4	5	7
Staff serjeant's trousers	1	5	4
Staff serjeant's chaco	1	10	4
Band-master's chaco	1	10	4
Serjeants:			
Tunic	1	11	6
Trousers	–	14	1
Cap	–	9	10
Badge	–	–	11
Drummers:			
Tunic	1	16	3
Trousers	–	9	3
Chaco	–	7	6
Drum ornaments	–	–	6

INFANTRY OF THE LINE—*continued.*	£.	s.	d.
Band:			
Tunic	1	11	–
Trousers	–	14	–
Chaco	–	10	–
Privates:			
Tunic	1	–	–
Trousers	–	9	6
Chaco	–	7	6
Colour badges	–	10	–
Corporal ditto	–	–	6
Lance Corporal ditto	–	–	3
Boots, per pair	–	8	6

LIGHT CAVALRY.

Regimental Serjeant Major:			
Tunics and chevrons, with crown and badges	8	18	1
Stable jacket, with ditto, ditto	2	2	9
Overalls	2	10	9
Chaco, with plume complete	1	11	6
Troop Serjeant Major:			
Tunic and chevrons, with crown and badge	2	9	2
Stable jacket, with ditto, ditto	1	10	2
Overalls	1	7	4
Chaco, with plume complete	1	11	6
Serjeants:			
Tunic, with badge and chevron	2	7	–
Stable jacket, with ditto, ditto	1	8	9
Overalls	1	7	4
Chaco, with plume complete	1	11	6
Trumpeters:			
Tunic	1	15	9
Stable jacket	1	1	5
Overalls	1	7	4
Chaco, with plume complete	–	19	6
Privates:			
Tunic	1	14	7
Stable jacket	1	1	–
Overalls	1	7	4
Chaco, with plumes complete	–	19	6
Corporals' chevrons	–	2	11
Oilskin cover for chaco	–	1	9

HEAVY CAVALRY.

Regimental Serjeant Major:			
Tunic, with chevrons, crown, and badges	3	9	–
Stable jacket, with ditto, ditto	2	2	–
Overalls	2	10	–
Helmet	1	19	–
Troop Serjeant Major:			
Tunic, with chevrons, crown, and badges	2	8	3
Stable jackets, ditto, ditto	1	11	6
Overalls	1	6	2
Helmet	1	19	–
Serjeant:			
Tunic, with chevrons and badge	2	4	8
Stable jacket, ditto, ditto	1	10	–
Overalls	1	6	2
Helmet	1	19	–
Trumpeters:			
Tunic	1	12	3
Stable jackets	1	1	–
Overalls	1	6	2
Helmet	1	19	–
Privates:			
Tunic	1	8	5
Stable jackets	1	1	–
Overalls	1	6	2
Helmets	1	19	–
Corporals' chevrons	–	3	–

ROYAL HORSE ARTILLERY.

	£.	s.	d.
Staff Serjeants:			
Dress jackets	7	18	6
Overalls	2	1	–
Boots and spurs	–	11	2
Caps, with lines and plumes	–	14	10
Serjeants:			
Dress jackets	7	3	6
Overalls	1	7	–
Boots and spurs	–	11	2
Caps and plumes, with lines	–	14	10
Gunners and Drivers:			
Dress jackets	1	13	8
Overalls, pair	1	3	10
Boots and spurs	–	11	2
Caps, with lines and plumes	–	9	8
Corporals' chevrons	–	6	8
Bombardiers' „	–	3	4
Smiths' badges	–	2	6

ROYAL ARTILLERY.

Staff Serjeants:			
Tunics	4	19	6
Trousers, pair	1	15	–
Boots, pair	–	9	6
Caps and plumes	–	17	–
Company Serjeant:			
Tunics	4	1	7
Trousers, pair	1	15	–
Boots, pair	–	9	6
Caps and plumes	–	13	6
Serjeants:			
Tunics	3	18	10
Trousers, pair	1	1	–
Boots, pair	–	9	6
Caps and plumes	–	13	6
Band:			
Tunics	3	6	7
Trousers, pair	1	2	6
Boots, pair	–	9	6
Caps and plumes	–	13	6
Corporals:			
Tunics, with chevrons	1	10	11
Trousers, pair	–	14	10
Boots, pair	–	9	6
Caps and plumes	–	5	8
Bombardiers:			
Tunics, with chevrons	1	7	7
Trousers, pair	–	14	10
Boots, pair	–	9	6
Caps and plumes	–	5	7½
Gunners:			
Tunics	1	4	3
Trousers, pair	–	14	10
Boots, pair	–	9	6
Caps and plumes	–	5	7½
Trumpeters:			
Tunics	1	3	6
Trousers, pair	–	14	10
Boots, pair	–	9	6
Caps and plumes	–	5	7½
Corporals' chevrons	–	6	8
Bombardiers' „	–	3	4

Memorandum.—The caps in this list are those in use, and not the "busbies."

ROYAL SAPPERS AND MINERS.

Staff Serjeants:			
Coatees	6	17	4
Trousers, pair	1	14	–
Boots, pair	–	7	8
Caps with plumes	–	15	–

(*continued*)

ROYAL SAPPERS AND MINERS—*continued.*

	£.	s.	d.
Colour Serjeants:			
Coatees	4	9	9
Trousers, pair	–	19	–
Boots, pair	–	7	8
Caps with plumes	–	15	–
Serjeants:			
Coatees	4	2	3
Trousers, pair	–	19	–
Boots, pair	–	7	8
Caps with plumes	–	12	–
Corporals:			
Coatees	1	3	8
Trousers, pair	–	13	8
Boots, pair	–	7	8
Caps and plumes	–	4	11
Buglers:			
Coatees	1	6	–
Trousers, pair	–	13	8
Boots, pair	–	7	8
Caps with plumes	–	4	11
Privates:			
Coatees	1	3	6
Trousers, pair	–	13	8
Boots, pair	–	7	8
Caps with plumes	–	4	11

COLONIAL CORPS.

St. Helena Regiment, Royal Newfoundland Companies, Royal Malta Fencibles, and the Gold Coast Corps.

	£.	s.	d.
Staff Serjeants:			
Coatee, red, with epaulettes and chevrons	5	14	6
Jackets, shell, with ditto - - ditto -	1	8	6
Trousers, cloth, pair	1	–	6
Boots, pair	–	7	10
Caps, regulation	–	17	–
Band Master:			
Coatee, white, with gold epaulettes	5	–	6
Jackets, shell	1	–	–
Trousers, pair	1	–	6
Boots, pair	–	7	10
Caps, regulation	–	17	–
Bandsmen:			
Coatee with shoulder straps	1	8	3
Jackets, shell	–	12	3
Trousers, pair	–	8	9
Boots, pair	–	7	10
Caps, regulation	–	5	8
Drummers:			
Coatee, red, with wings	1	8	3
Jackets, shell	–	12	2
Trousers, pair	–	8	9
Boots, pair	–	7	10
Caps, regulation	–	5	8
Serjeants:			
Coatees, red, with chevrons and shoulder straps	1	6	–
Jackets, shell, with chevrons	–	16	–
Trousers, pair	–	14	–
Boots, pair	–	7	10
Caps, regulation	–	5	4
Privates:			
Coatees, red, with shoulder straps	–	14	–
Jackets, shell	–	8	3
Trousers, pair	–	8	9
Boots, pair	–	7	10
Caps, regulation	–	5	–
Colour serjeants' badges	–	7	9
Corporals' chevrons	–	–	5

CEYLON RIFLE REGIMENT.

	£.	s.	d.
Native Officers:			
Coatees, dress, dark green	7	4	3
Jackets, undress	2	8	3
Trousers, pair	2	8	6
Caps	–	9	–
Boots, pair	–	7	10
Staff Serjeants:			
Coatees, dark green, with epaulettes and chevrons	3	4	9
Jackets, undress, with chevrons	1	–	6
Trousers, pair	–	19	6
Boots, pair	–	7	10
Caps	–	9	–
Band Master:			
Coatees with epaulettes	3	4	9
Jackets, undress	1	–	6
Trousers, pair	–	18	–
Boots, pair	–	7	10
Caps	–	9	–
Bandsmen and Buglers:			
Coatees with epaulettes	1	2	3
Jackets, undress	–	12	9
Trousers, pair	–	13	8
Boots, pair	–	7	10
Cap	–	6	–
Serjeants:			
Coatees with shoulder straps	1	2	3
Jackets, undress	–	12	9
Trousers, pair	–	14	–
Boots, pair	–	7	10
Caps	–	6	–
Corporals:			
Coatees with shoulder straps	–	12	5
Jackets, undress	–	7	3
Trousers, pair	–	8	10
Boots, pair	–	7	10
Caps	–	5	6
Privates:			
Coatees with shoulder straps	–	12	5
Jackets, undress	–	7	3
Trousers, pair	–	8	10
Boots, pair	–	7	10
Caps	–	5	6
Colour serjeants' badges	–	7	9
Corporals' chevrons	–	–	5

CANADIAN RIFLE REGIMENT.

	£.	s.	d.
Staff Serjeants:			
Coats, frocks, dark green, with epaulettes and badges	4	5	3
Trousers, pair	–	19	6
Boots, pair	–	7	10
Caps	–	9	–
Serjeants:			
Coats, frock, with chevrons and shoulder straps	1	10	–
Trousers, pair	–	14	6
Boots, pair	–	7	10
Caps	–	6	–
Band Master:			
Coats, frock, with epaulettes	3	5	3
Trousers, pair	–	19	6
Boots, pair	–	7	10
Caps	–	9	–
Bandsmen:			
Coats, frock, with shoulder straps	1	10	–
Trousers, pair	–	8	10
Boots, pair	–	7	10
Caps	–	6	–
Buglers:			
Coats, frock, with shoulder straps	1	9	3
Trousers, pair	–	8	10
Boots, pair	–	7	10
Caps	–	6	–

Canadian Rifle Regiment—*continued.*	£.	s.	d.
Privates:			
Coats, frock, with shoulder straps	–	17	10
Trousers, pair	–	8	10
Boots, pair	–	7	10
Caps	–	5	6
Colour serjeants' badges	–	16	–
Corporals' chevrons	–	–	5

CAPE MOUNTED CORPS.

Riflemen:

Staff Serjeants:			
Jackets, dark green, with chevrons, dress	2	7	3
Jackets, undress	1	14	3
Overalls, dark green, pair	–	15	6
Boots with spurs	–	12	11
Caps	–	16	–
Band Master:			
Jackets, dress	2	–	–
Jackets, undress	1	7	–
Overalls, pair	–	15	6
Boots with spurs	–	12	11
Caps	–	16	–
Bandsmen:			
Jackets, dress	1	13	–
Jackets, undress	1	1	6
Overalls, pair	–	15	6
Boots and spurs	–	12	11
Caps	–	9	–
Trumpeters:			
Jackets, dress	1	5	6
Jackets, undress	–	15	6
Overalls, pair	–	12	11
Boots and spurs	–	15	6
Caps	–	9	–
Serjeants:			
Jackets, dress, with chevrons	1	7	6
Jackets, undress	–	15	9
Overalls, pair	–	15	6
Boots and spurs	–	12	11
Caps	–	9	–
Privates:			
Jackets, dress	–	13	9
Jackets, undress	–	10	3
Overalls, pair	–	15	6
Boots, pair, and spurs	–	12	11
Caps	–	8	6
For all Ranks:			
Cloaks	1	15	–
Waistcoats, flannel	–	3	11
Colour serjeants' badges	–	7	9
Corporals' chevrons	–	–	5

BRITISH GERMAN LEGION.

Light Infantry:

Serjeant-Major:			
Tunics, scarlet	4	–	–
Trousers, pair	1	5	–
Boots, pair	–	7	10
Chacos	1	10	–
Forage caps	–	10	6
Quartermaster Serjeant:			
Tunics	3	9	–
Trousers, pair	1	5	–
Boots	–	7	10
Chacos	1	10	–
Forage caps	–	10	6
Bugler-Major:			
Tunics, white	3	9	–
Trousers, pair	1	5	–
Boots, pair	–	7	10
Chacos	1	10	–
Forage caps	–	10	6

British German Legion—*continued.* Light Infantry—*continued.*	£.	s.	d.
Band Master:			
Tunics, white	3	4	6
Trousers, pair	1	3	6
Boots	–	7	6
Chacos	1	10	–
Forage caps	–	10	6
Bandsmen:			
Tunics, white	1	10	–
Trousers, pair	–	14	–
Boots, pair	–	7	10
Chacos	–	9	6
Forage caps	–	5	6
Buglers:			
Tunics, white	1	15	6
Trousers, pair	–	14	–
Boots, pair	–	7	10
Chacos	–	9	6
Forage caps	–	5	6
Serjeants:			
Tunics, scarlet	1	10	8
Jackets, shell	–	15	10
Trousers, pair	–	14	–
Boots, pair	–	7	10
Chacos	–	8	5
Forage caps	–	3	4
Privates:			
Tunics, red	–	19	3
Jackets, shell	–	9	–
Boots, pair	–	7	10
Chacos	–	7	4
Forage caps	–	1	5½
Trousers, pair	–	9	–
Colour serjeants' badges	–	10	6
Corporals' chevrons	–	–	5

The 1st and 2d Light Dragoons:

Staff Serjeants:			
Tunics	8	18	1
Stable jackets	2	2	9
Overalls, pair	2	10	9
Boots and spurs, pair	–	12	3
Busbies and lines	2	2	–
Caps, forage	–	11	6
Serjeants:			
Tunics	2	7	6
Stable jackets	1	10	6
Overalls, pair	1	8	–
Boots and spurs	–	12	3
Busbies and lines	–	13	6
Caps, forage	–	10	–
Trumpeters:			
Tunics	1	16	6
Stable jackets	1	1	6
Overalls, pair	1	8	–
Boots and spurs	–	12	3
Busbies and lines	–	13	–
Caps, forage	–	4	6
Farriers:			
Tunics	1	14	6
Stable jackets	1	1	6
Overalls, pair	1	8	–
Boots and spurs	–	12	3
Busbies and lines	–	13	–
Caps, forage	–	4	6
Corporals:			
Tunics	1	18	6
Stable jackets	1	1	6
Overalls, pair	1	8	–
Boots and spurs	–	12	3
Busbies and lines	–	13	–
Caps, forage	–	4	6

(*continued*)

British German Legion—*continued.*	£.	s.	d.
The 1st and 2d Light Dragoons—*cont*[d].			
Privates:			
Tunics	1	14	6
Stable jackets	1	1	6
Overalls, pair	1	8	–
Boots and spurs	–	12	3
Busbies and lines	–	13	6
Caps, forage	–	4	6
All Ranks: cloaks	2	5	–
Jager Corps:			
Bugle-Major:			
Tunics, dark green, with cap pockets	3	15	–
Trousers, pair	1	4	–
Boots, pair	–	8	6
Caps	–	10	6
Staff Serjeants:			
Tunics	3	2	–
Trousers, pair	1	4	–
Boots, pair	–	8	6
Caps	–	3	4
Serjeants:			
Tunics	1	10	6
Shell jackets	–	12	2
Trousers, pair	–	11	1
Boots, pair	–	8	6
Caps, forage	–	3	4
Chacos	–	8	–
Buglers:			
Tunics	1	16	–
Trousers, pair	–	14	–
Boots	–	8	6
Caps	–	8	–
Privates:			
Tunics	–	19	–
Shell jackets	–	8	1
Trousers, pair	–	9	4
Boots, pair	–	8	6
Chacos	–	6	9
Caps, forage	–	1	6
Serjeants' colour badges	1	–	–
Corporals' chevrons	–	–	6
TURKISH CONTINGENT.			
Cavalry:			
Tunics	1	5	–
Stable jackets	–	19	–
Overalls	1	1	6
Boots, stable, pair	–	11	3
Boots, pair	–	8	9
Caps, forage	–	7	6
Infantry:			
Tunics	–	17	–
Trousers, pair	–	9	10
Boots, pair	–	8	9
Caps, forage	–	8	6
Artillery:			
Tunics	–	19	9
Trousers, pair	–	10	3
Boots, pair	–	8	9
Caps, forage	–	10	6
BRITISH SWISS LEGION.			
Serjeant Major:			
Tunics, red, with chevrons complete	3	12	6
Trousers, pair	1	1	9
Boots, pair	–	8	6
Caps	–	10	6

British Swiss Legion—*continued.*	£.	s.	d.
Staff Serjeants:			
Tunics, with chevrons complete	3	3	6
Trousers, pair	1	1	9
Boots, pair	–	8	6
Caps	–	9	10
Serjeants:			
Tunics, with chevrons complete	1	10	8
Trousers, pair	–	14	3
Boots, pair	–	8	6
Caps	–	3	4
Colour Serjeants:			
Tunics, with badges	1	14	10
Trousers	1	1	9
Boots, pair	–	8	6
Caps	–	3	4
Band:			
Tunics, white	1	11	–
Trousers, pair	–	14	–
Boots, pair	–	8	6
Caps	–	5	6
Drummers:			
Tunics	1	17	6
Trousers, pair	–	9	–
Boots, pair	–	8	6
Caps	–	5	6
Buglers:			
Tunics	1	16	–
Trousers, pair	–	14	–
Boots, pair	–	8	6
Caps	–	5	6
Privates:			
Tunics	–	18	–
Trousers, pair	–	9	–
Boots, pair	–	8	6
Caps	–	1	5½
Colour serjeants' badges	–	10	6
Corporals' chevrons	–	–	10
ITALIAN LEGION.			
Serjeants:			
Tunics, with chevrons	1	11	–
Trousers, pair	–	14	–
Boots, pair (Wright's patent)	–	10	–
Caps	–	3	4
Band Master:			
Tunics, white	3	18	7
Trousers, pair	1	5	3
Boots, pair (Wright's patent)	–	10	–
Caps	–	10	4
Band:			
Tunics, white	1	11	–
Trousers, pair	–	14	–
Boots, pair (Wright's patent)	–	10	–
Caps	–	5	6
Drummers and Buglers:			
Tunics, white	1	16	–
Trousers, pair	–	9	6
Boots, pair (Wright's patent)	–	10	–
Caps	–	5	6
Privates:			
Tunics	1	3	6
Trousers, pair	–	9	6
Boots, pair (Wright's patent)	–	10	–
Caps	–	1	5½
Colour serjeants' badges	–	10	6
Corporals' chevrons	–	–	5

SPECIFICATIONS OF MATERIALS FOR ARMY CLOTHING.

Appendix, No. 2.

SPECIFICATIONS—ENROLLED PENSIONERS.

PAGE.
1. Caps - - - - - - - - - - - - - - - - - - 505
2. Clothing - - - - - - - - - - - - - - - - - 505

SPECIFICATION and Memoranda for the guidance of Persons tendering for the Supply of Caps for Staff Serjeants, Serjeants, and Privates of Enrolled Pensioners.

Caps for staff serjeants, with gold band 1 ½ inch deep, and gilt plate.

Caps for serjeants, with band of scarlet cloth 1 ½ inch deep, and brass plate.

Caps for privates, with band of red worsted 1 ½ inch deep, and brass plate.

All the above caps to be equal in materials and workmanship, and similar to the sealed patterns in every particular.

The staff serjeants', serjeants', and privates' caps to be made of the same quality of cloth.

The cloth of which all the above caps are made to be of fast dye, and manufactured from pure sound wool. If it be discovered that any of the cloth used is made from old garments, or not sufficiently strong, or otherwise inferior, the supply will be rejected.

Each cap to have the size marked inside on the crown, the various sizes to be supplied according to a size-roll furnished for that purpose.

If necessary, for the purpose of inspection, a portion of each delivery, not exceeding one per cent. of each of the articles named in this specification, will be put to such tests as shall destroy the articles tested, and all articles so destroyed, to be replaced, of proper quality, at the cost of the contractor.

The whole of the articles, as detailed, to be delivered at Weedon, and all articles that may be rejected, to be repacked and removed from the place of inspection, at the contractor's expense, within seven days after notice has been received by him.

The contents of each package to be marked on the outside, as also the contractor's name, so as easily to be identified with the invoice.

The decision of the Secretary of State for War to be final.

Patterns to be seen at the War Office, Pall-mall.

Each of the articles named in this specification must bear the name of the contractor and maker by whom it was supplied, in such a manner that it will remain legible as long as the article itself may be in use.

War Office, Pall-mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of Clothing for the Enrolled Pensioners.

The frock coat to be double-breasted, made of dark blue cloth, with sleeve and skirt slashings of the same, and shoulder straps similar to those of the line regiments. Facings to be of scarlet cloth, the collar to be 2 ½ inches deep, rounded off at the corners. The cuffs to be 3 ¼ inches deep.

The trousers to be made of Oxford grey mixture cloth, with a scarlet stripe 1 ½ inch wide.

The blue cloth for frock coats of staff serjeants and serjeants to be of one quality, wool-dyed, of sound indigo dye, and the scarlet facing cloth of cochineal dye, both to be as near as possible in colour, quality, and weight to the sealed pattern.

Appendix, No. 2.

The Oxford grey cloth for trousers of staff serjeants and serjeants to be of one quality, and as near as possible in colour, quality, and weight to the sealed pattern.

The blue cloth for frock coats of privates to be wool-dyed, of sound indigo dye, and the scarlet cloth of cochineal dye, both to be as near as possible in colour, quality, and weight to the sealed pattern.

The Oxford grey cloth for trousers of privates to be as near as possible, in colour, quality, and weight to the sealed pattern.

The gold lace chevrons for staff serjeants, and the yellow worsted lace chevrons for serjeants, to be in every respect equal and similar to the sealed patterns; to be supplied separate from the coats.

The clothing will be required to be made according to such size-rolls as may be furnished to the contractor, with the sizes marked on each garment, and the name of the man it is intended for, if necessary.

Should it be discovered that any cloth of which the clothing is made contains any wool made from old rags, known by the terms "mungo" or "shoddy," or anything else besides new wool, the whole of the clothing, if then under inspection, will be rejected.

The clothing to be delivered at Weedon, free of expense, and all rejected clothing to be repacked and removed at the contractor's expense within seven days after notice has been received by him.

If necessary, for the purpose of inspection, one article of clothing out of each delivery will be submitted to such tests as may destroy it, the same to be made good by the contractor, of proper quality.

Each package or bale to have the contents marked outside, so as easily to be identified with the invoice.

The decision of the Secretary of State for War to be final.

Patterns to be seen at the War Office, Pall-mall.

Note.—Each article named in the specification must bear the name of the contractor and maker by whom it was supplied, in such a manner that it will remain legible as long as the article itself may be in use.

War Office, Pall-mall,
1857.

FOOT GUARDS—SPECIFICATIONS.

	PAGE.
1. Scarlet Cloth for Tunics of Privates	506
2. Scarlet Cloth for Tunics of Serjeants, Drum Majors, and Band	507
3. Scarlet Cloth for Staff Serjeants' Tunics	507
4. Oxford Grey Cloth for Trousers of Serjeants, Drum Majors, and Band	508
5. White Cloth for Jackets of Serjeants	508
6. White Kersey Cloth for Jackets of Privates	509
7. Grey Cloth for Staff Serjeants' Trousers	509
8. Grey Cloth for Privates' Trousers	509

SPECIFICATION for the guidance of Persons tendering for the Supply of Scarlet Cloth for Tunics of Privates of Her Majesty's Regiments of Foot Guards.

Scarlet cloth for tunics of privates to weigh 1 lb. 9 oz. per yard.

The cloth to be fine scarlet colour, all cochineal dye, to be dyed through and through.

The cloth to be quite equal in colour, quality, make, and weight, and to be similar to the sealed pattern sample in every particular.

The cloth to be made of new sound wool; and should it be found that any portion of a delivery of cloth contains "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected.

The cloth to be quite 54 inches between the lists, or subject to a deduction according to the following scale:

If 52 inches wide, deduct	2	yards	for each	36	yards.
If 52½ „ „	1¼	„	„	36	„
If 53 „ „	⅞	„	„	36	„

No cloth will be received under 52 inches in width.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice.

Twelve yards of the cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The

The decision of the Secretary of State for War to be final.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of Scarlet Cloth for Tunics of Serjeants, Drum Majors, and Bands of Her Majesty's Regiments of Foot Guards.

Scarlet cloth for tunics of serjeants, drum majors, and bands to weigh 1 lb. 8 oz. per yard.

The cloth to be fine scarlet colour, all cochineal dye, to be dyed through and through.

The cloth to be quite equal in colour, quality, make, and weight, and to be similar to the sealed pattern sample in every particular.

The cloth to be made of new sound wool; and should it be found that any portion of a delivery of cloth contains "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected.

The cloth to be quite 56 inches between the lists, or subject to a deduction according to the following scale:

If 54 inches wide, deduct 2 yards for each 36 yards.					
If 54½	„	„	1¼	„	36 „
If 55	„	„	¾	„	36 „

No cloth will be received under 54 inches in width.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice.

Twelve yards of the cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of Scarlet Cloth for Staff Serjeants' Tunics, in the Foot Guards.

Scarlet cloth for staff serjeants to weigh 1 lb. 4 oz. per yard.

The cloth to be fine scarlet colour, all cochineal dye, the dye to be through and through, and each piece to be of uniform weight, colour, and quality, and equal to the sealed pattern sample in every particular.

The cloth to be made of new sound wool, and should any portion of a delivery of cloth be found to contain "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected.

The cloth to be quite 60 inches wide within the lists, or to be subject to a deduction according to the following scale:—

If 58 inches wide, deduct 2 yards for each 36 yards.					
If 58½	„	„	1¼	„	36 „
If 59	„	„	¾	„	36 „

No cloth will be received under 58 inches in width.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed at the contractor's expense, from the place of inspection, within seven days after the notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice.

Appendix, No. 2.

Twelve yards of cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

The sealed pattern to be seen at the War Office, Pall Mall.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of Oxford Grey, Doeskin, or Cassimere for Trousers of Serjeants, Drum Majors, and Bands of Her Majesty's Regiments of Foot Guards.

Oxford grey, doeskin, or cassimere for trousers of serjeants, drum majors, and bands to weigh 14 oz. per yard.

The cloth to be woaded colour, and shrunk.

The cloth to be quite equal in colour, quality, weight, and make, and to be similar to the sealed pattern sample in every particular.

The cloth to be made from new sound wool; and should any portion of a delivery of cloth be found to contain "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected.

The Oxford grey, doeskin, or cassimere to be quite 28 inches wide within the lists, or subject to a deduction according to the following scale:—

If 27 inches wide deduct 1 yard for each 36 yards.
If 27½ „ „ ½ „ 36 „

No cloth will be received under 27 inches in width.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice.

Twelve yards of cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of White Cloth for Jackets of Serjeants of the Foot Guards.

White cloth to weigh 1 lb. 11 oz. per yard.

The cloth to be quite equal in colour, quality, weight, and make, and to be similar to the sealed pattern sample in every particular.

The cloth to measure quite 54 inches between the lists, or be subject to a deduction according to the following scale:

If 52 inches wide, deduct 2 yards for each 36 yards.
If 52½ „ „ 1¼ „ 36 „
If 53 „ „ ¾ „ 36 „

No cloth will be received under 52 inches in width.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales so marked, as easily to be identified with the invoice, which bales will become the property of the public.

Twelve yards of the cloth to be sent to Weedon, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

The sealed pattern to be seen at the War Office, Pall Mall.

If necessary, for the purpose of inpection, a portion not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of White Kersey Cloth, for Jackets of Privates of the Foot Guards.

White kersey cloth for privates to weigh 1 lb. 11 oz. per yard.

The cloth to be quite equal in colour, quality, weight, and make, and to be similar to the sealed pattern sample in every particular.

The cloth to measure 54 inches wide between the lists, or be subject to a deduction according to the following scale:

If 52 inches wide, deduct	2	yards	for each	36	yards.
If 52 ½	„	„	1 ¼	„	36 „
If 53	„	„	¾	„	36 „

No cloth will be received under 52 inches in width.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officers, to be repacked and removed at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice, which bales will become the property of the public.

Twelve yards of cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

The sealed pattern to be seen at the War Office, Pall Mall.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of Oxford Grey Cloth for Trousers of Staff Serjeants, in the Foot Guards.

Oxford grey cloth (or doeskin) for staff serjeants' trousers to weigh 13 oz. per yard.

The cloth to be woaded colour and shrunk, and to be quite equal in colour, quality, weight, and make, and similar to the sealed pattern sample in every particular.

The cloth to be made from new sound wool, and should any portion of a delivery of cloth be found to contain "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected.

The cloth to measure 28 inches wide within the lists, or to be subject to a deduction according to the following scale:—

If 27 inches wide, deduct	1	yard	for each	36	yards.
If 27 ½	„	„	½	„	36 „

No cloth will be received under 27 inches in width.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed at the contractor's expense, from the place of inspection, within seven days after the notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice.

Twelve yards of cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

The sealed pattern to be seen at the War Office, Pall Mall.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of Oxford Grey Cloth for Trousers of Privates of Her Majesty's Regiments of Foot Guards.

Oxford grey cloth for trousers of privates to weigh 1 lb. 10 oz. per yard.

The cloth to be kersey wove, woaded colour, and shrunk.

The cloth to be quite equal in colour, quality, weight, and make, and to be similar to the sealed pattern sample in every particular.

The cloth to be made from new sound wool, and should any portion of a delivery of cloth be found to contain "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected.

Appendix, No. 2.

The cloth to be quite 54 inches within the lists, or subject to a deduction according to the following scale:—

If 52 inches wide, deduct 2 yards for each 36 yards.
If 52½ „ „ 1¼ „ 36 „
If 53 „ „ ¾ „ 36 „

No cloth will be received under 52 inches in width.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice.

Twelve yards of cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

ARTILLERY—SPECIFICATIONS.

	PAGE.
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Specification for the guidance of Persons tendering for the Supply of Cloth for the Royal Artillery.

Seven descriptions of Cloth are required, the sealed pattern samples of which are marked as follows, viz.:—

Blue, No. 1.—For jackets, tunics, and trousers of staff serjeants, weight 1 lb. 6 oz. to 1 lb. 7 oz. per yard.

„ No. 2.—For jackets, tunics, and trousers of serjeants, weight 1 lb. 6½ oz. to 1 lb. 7½ oz. per yard.

„ No. 3.—For jackets and tunics, weight 1 lb. 7 oz. to 1 lb. 8 oz. per yard, rank and file.

„ No. 4.—For trousers, weight 1 lb. 11½ oz. to 1 lb. 12½ oz. per yard, rank and file.

Scarlet, No. 1.—For facings of jackets, tunics, and trousers of staff serjeants.

„ No. 2.—For facings of jackets, tunics, and trousers of serjeants.

„ No. 3.—For facings of jackets, tunics, and trousers of rank and file, weight 1 lb. 4 oz. to 1 lb. 5 oz. per yard.

The cloth of each description supplied by contractors to be quite equal in quality, make, and weight, and to be similar to the sealed pattern samples in every particular.

The whole of the cloth to be made of new sound wool. If it is discovered that any portion of a delivery of cloth contains wool made from woollen rags, known by the terms "woollen waste" or "shoddy," or anything else than new wool, the whole of the cloth at that time under inspection will be rejected.

The whole of the blue cloth to be wool-dyed, with sound indigo dye, and to be quite 54 inches in width between the lists or edgings, or to be subject to a deduction according to the following scale, viz.:—

If 52 inches wide, deduct 2 yards for each 36 yards in length.
If 52½ inches wide, deduct 1¼ yards for each 36 yards in length.
If 53 inches wide, deduct ¾ yard for each 36 yards in length.

No cloth will be received under 52 inches in width.

The

The width of the Scarlet Cloth to be as follows:—

Scarlet Cloth, No. 1.—To be not less than 58 inches wide.
„ No. 2.—To be not less than 60 inches wide.
„ No. 3.—To be not less that 54 inches wide.

If necessary, for the purpose of inspection, a portion, not exceeding six inches in length, and six inches in width, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

The whole of the cloth to be delivered at Weedon, at the expense of the contractor, and all cloth rejected by the inspecting officers to be repacked and removed at the contractor's expense, from the place of inspection, within three days after notice has been received by the contractor.

Army Clothing Department,
16 September 1856. Y. 77.

SPECIFICATION for the guidance of Persons tendering for the Supply of Trimmings for the Clothing of the Royal Artillery.

Calico, White, Nos. 1 and 2:—To be quite equal and similar to the sealed patterns in quality and make, and to be not less than 35 inches wide.

Buckram:—To be quite equal and similar to the sealed pattern in quality and make, and to be not less than 38 inches wide.

Holland, Brown:—To be quite equal and similar to the sealed pattern in quality and make, and to be not less than 34 inches wide.

Cotton, Black, Twilled:—To be quite equal and similar to the sealed pattern in quality and make, and to be not less than 35 inches wide.

Sheeting, Brown:—To be quite equal and similar to the sealed pattern in quality and make, and to be not less than 34 inches wide.

Tape, Stay:—To be quite equal and similar to the sealed pattern in quality and make.

The whole of the articles detailed in this specification to be delivered at the place which shall be named in the order for the supply, at the expense of the contractor, and all articles rejected by the inspecting officers, for any cause whatever, to be repacked and removed from the place of inspection, at the contractor's expense, within three days after notice has been received by the contractor.

If necessary, for the purpose of inspection, a portion of each delivery, not exceeding one per cent. of any of the articles named in this specification, will be liable to be put to such tests as shall destroy the articles tested, and all articles so destroyed, to be replaced, of proper quality and pattern, at the cost of the contractor.

Army Clothing Department,
16 September 1856. Y. 77.

SPECIFICATION for the guidance of Persons tendering for the Supply of Trimmings for the Clothing of the Royal Artilery.

Shalloon, Four Quarter, Black and White:
To be quite equal and similar to the sealed patterns in quality and make.
Pieces measuring less than 34 inches wide will not be received.

Serge, White and Blue:
To be quite equal to the sealed patterns in quality and make.
White to be not less than 30 inches wide.
Blue to be not less than 28 inches wide.
The whole of the supply of blue serge to be wool-dyed.

To weigh as follows:
White Serge:—Twenty-four yards in length and 30 inches in width, to weigh not less than 11 ½ pounds.

Blue Serge:—Twenty-four yards in length and 28 inches in width, to weigh not less than 11 ½ pounds.

Alpaca, Black:—To be quite equal and similar to the sealed pattern in quality and make, and to be not less than 34 inches wide.

The whole of the articles detailed in this specification to be delivered at the place which shall be named in the order for the supply, at the expense of the contractor; and all articles rejected by the inspecting officers, for any cause whatever, to be repacked and removed from the place of inspection, at the contractor's expense, within three days after notice has been received by the contractor.

Appendix, No. 2.

If necessary, for the purpose of inspection, a portion of each delivery, not exceeding one per cent. of any of the articles named in this specification, will be liable to be put to such tests as shall destroy the articles tested; and all articles so destroyed to be replaced, of proper quality and pattern, at the expense of the contractor.

Army Clothing Department,
16 September 1856. Y. 77.

SPECIFICATION for the guidance of Persons tendering for the Supply of Buttons, Hooks and Eyes, &c., for the Royal Artillery.

Buttons, Brass:—Will be required of the sizes and description named below.

Buttons, Iron:—One description required.

The whole to be equal and similar in every particular to the sealed patterns.

The weight to be equal to the following scale:—

Brass Buttons, per Dozen:			oz.	dr.
Horse Artillery -	Large,	No. 1 - - - -	2	5
	„	No. 3 - - - -	2	4
	Small,	No. 1 - - - -	1	1
	„	No. 3 - - - -	0	14
Battalions - -	Large,	No. 1 - - - -	2	7
	„	No. 2 - - - -	2	1
	„	No. 3 - - - -	1	14
	Small,	No. 1 - - - -	1	1
	„	No. 2 - - - -	1	1
	„	No. 3 - - - -	0	14

The whole of the brass buttons to be made of solid metal, without any inside lining or other provision added merely to make up the weight; all the shanks to be made of the best and toughest material, and to be well fixed on.

Brass buttons of each size for horse and battalions, marked No. 1, to be best water-gilt.

Brass buttons of each size for battalions, marked No. 2, to be good water-gilt.

The brass buttons to be on cards and properly packed.

Hooks and Eyes, Brass:—One description required.

To be equal and similar in every particular to the sealed patterns, and to weigh not less than 13 drams per dozen.

The whole of the articles detailed in this specification to be delivered at the place which shall be named in the order for the supply, at the expense of the contractor; and all articles rejected by the inspecting officers, for any cause whatever, to be repacked and removed from the place of inspection, at the contractor's expense, within three days after notice has been received by the contractor.

If necessary, for the purpose of inspection, a portion of each delivery, not exceeding one per cent. of any of the articles named in this specification, will be liable to be put to such tests as shall destroy the articles tested; and all articles so destroyed, to be replaced of proper quality and pattern, at the expense of the contractor.

Army Clothing Department,
16 September 1856. Y. 77.

SPECIFICATION for the guidance of Persons tendering for the supply of Lace, Embroidery, &c., for the Royal Artillery.

Lace, Gold, Vellum:—To be quite equal and similar to the sealed pattern in quality and make, and to be of the same width as the pattern.

Lace, Gold, Bias and Stand:—To be quite equal and similar to the sealed patterns in quality and make, and to be the same width as the patterns.

Lace, Worsted, Yellow and Red:
To be quite equal and similar to the sealed patterns in quality and make, and to be the same width as the patterns.
The red to be best ingrain, or copper dye.
The yellow to be best ingrain, full amber dye.

Cord, Royal Gold:—To be quite equal and similar to the sealed pattern in quality and make, and to be the same size as the pattern.

Cord, Royal Worsted:—To be quite equal and similar to the sealed pattern in quality and make, and to be the same size as the pattern; also to be best ingrain, full amber dye.

Braid

Braid, Russia Gold, Nos. 1 and 2:—To be quite equal and similar to the sealed patterns in quality and make, and to be the same width as the patterns.

Grenades, Gold Embroidered:—To be quite equal and similar to the sealed patterns in quality and make, and to be the same size as the patterns.

Grenades, Worsted Embroidered:—To be quite equal and similar to the sealed patterns in quality and make, and to be the same size as the patterns.

Badges, Gold Embroidered, Band Master, Drum Major, Trumpet Major:—To be quite equal and similar in quality, make, and size to the last supply when new; now in wear by the individuals at Woolwich.

Badges, Gold Embroidered Band, Cannon:—To be quite equal and similar to the sealed patterns in quality and make, and to be the same size as the patterns.

Badges, Worsted, Embroidered, Trumpets:—To be quite equal and similar to the sealed patterns in quality and make, and to be the same size as the patterns.

Tassels, Cap, Gold; Knots, Sword, Gold:—To be quite equal and similar in quality, make, and size to the last supply when new; now in wear by the individuals at Woolwich.

The whole of the articles detailed in this specification to be delivered at the place which shall be named in the order for the supply, at the expense of the contractor; and all articles rejected by the inspecting officers, for any cause whatever, to be repacked, and removed from the place of inspection, at the contractor's expense, within three days after notice has been received by the contractor.

If necessary, for the purpose of inspection, a portion of each delivery, not exceeding one per cent. of any of the articles named in this specification, will be liable to be put to such tests as shall destroy the articles tested; and all articles so destroyed to be replaced, of proper quality and pattern, at the cost of the contractor.

Army Clothing Department,
16 September 1856. Y. 77.

SPECIFICATION for the guidance of Persons tendering for the Supply of Materials for the Clothing of the Royal Artillery.

Twist, Red and Black:

To be quite equal and similar to the sealed patterns in quality and make.
Each yard or length of twist to consist of 12 threads.
The red to be the best legee.
The black to be the best silk.

Thread, Sewing, Whited Brown, Yellow, Red, Black:

To be quite equal and similar to the sealed patterns in quality and make.
One-third of the supply to be of the description termed No. 35 Best.
Two-thirds to be of the description termed No. 30 A.

Silk, Sewing, White, Gold, Red, Raven:

To be quite equal and similar to the sealed patterns in quality and make, and to be of the description termed as follows, viz.:

White to be the best military.
Gold to be the best China.
Red to be the best China.
To be supplied in equal proportions of small, medium, and stout.
Raven to be the best.
To be supplied in equal proportions of Nos. 8, 10, 12, 14, and 16.

Cotton, Sewing, White:—To be quite equal and similar to the sealed pattern in quality and make, and to be supplied on reels, each containing two hundred yards of cotton.

The whole of the articles detailed in this specification to be delivered at the place which shall be named in the order for the supply, at the expense of the contractors, and all articles rejected by the inspecting officers, for any cause whatever, to be repacked and removed from the place of inspection, at the contractor's expense, within three days after notice has been received by the contractor.

If necessary, for the purpose of inspection, a portion of each delivery, not exceeding one per cent. of any of the articles named in this specification, will be liable to be put to such tests as shall destroy the articles tested; and all articles so destroyed to be replaced, of proper quality and pattern, at the cost of the contractor.

Army Clothing Department,
16 September 1856. Y. 77.

Appendix, No. 2.

SPECIFICATION and Memoranda for the guidance of Persons tendering for the Supply of Blue Cloth for Great Coats and Aprons for the Royal Artillery and Royal Engineers.

1. Blue cloth to weigh 1 lb. 10½ oz. per yard of 36 inches; to measure 54 inches wide between the lists, and to be dyed with sound indigo dye: the colour, make, and finish to be as near the sealed pattern as possible, and shrunk.

2. Any cloth measuring less than 53 inches wide will be rejected, and any that may be between that width and 54 inches will be received, subject to a deduction of one yard in every 36 yards, if otherwise equal to pattern and according to specification.

3. The whole of the cloth to be made from new sound wool. If it be discovered that any portion of a delivery of cloth contains wool made from woollen rags, known by the terms "shoddy" or "mungo," or anything else than new wool, the whole of the cloth at that time under inspection will be rejected.

4. The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officers, to be repacked and removed from the place of inspection, at the contractor's expense, within seven days after he has received notice to do so.

5. If necessary, for the purpose of inspection, a portion of cloth, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and put to such tests as shall destroy the portion tested.

6. Each piece of cloth to have a lead seal affixed with the length marked on, and also the contractor's name, and each bale marked, so as easily to be identified with the invoice.

7. A piece of cloth, not less than 12 yards in length, to be delivered at Weedon for comparison with the sealed pattern, previous to the whole supply being delivered.

8. The decision of the Secretary of State for War to be final.

9. Patterns to be seen at the War Office, Pall Mall.

War Office, Pall Mall,
1857.

SPECIFICATION and Memoranda for the guidance of Persons tendering for the Supply of Gloves for the Royal Artillery.

GLOVES.

1. To be quite equal and similar to the sealed patterns in quality of material, workmanship, and in every other particular.

2. Those required for the Horse Artillery, for the Riding Troop, and for the Field Batteries, are to be of the same quality and pattern.

3. The gloves to be delivered at the place hereafter named, at the expense of the contractor; and all gloves rejected by the inspecting officers, for any cause whatever, to be repacked and removed from the place of inspection, at the contractor's expense, within three days after notice has been received by the contractor.

4. If necessary, for the purpose of inspection, a portion of each delivery, not exceeding one per cent., will be liable to be put to such tests as shall destroy the articles tested, and all articles so destroyed, to be replaced, of proper quality and pattern, at the expense of the contractor.

A re-delivery of gloves once rejected, shall, upon discovery, justify the rejection of the whole delivery.

The decision of the Secretary of State for War to be final.

Patterns to be seen at the War Office, Pall Mall.

War Office, Pall Mall,
1857.

SPECIFICATION and Memoranda for the guidance of Persons tendering for the Supply of Boots and Foot Straps for the Royal Artillery.

BOOTS.

To be quite equal, and similar to the sealed patterns, in quality of materials, in workmanship, and in every other particular.

To be delivered clean, and in good condition, and to be of recent manufacture, and dry.

No

No runners or lifts to be in the soles, nor any piecing in the insoles.
No neck soles will be received.
The soles to extend under the heels not less than one inch.
The shank pieces to be equal in every respect to those attached to the pattern boots.
The filling up, between the soles, to consist entirely of pieces of good leather, and not curriers' shavings, or other refuse material.

The following scale of the proportions of sizes in 100 pairs is given as a general guide, but any other proportion of sizes, or larger or smaller sizes in any proportions, must be supplied if required. Also a proper proportion of each size must be included in each delivery:—

No. 5	size	1 pair.
6	„	2 „
7	„	15 „
8	„	40 „
9	„	30 „
10	„	9 „
11	„	2 „
12	„	1 „
TOTAL		100 pairs.

The boots, when delivered, to be tied together in pairs, and the size to be distinctly marked on the sole of each boot.
The counters of the boots to be stabbed along the top, the same as down the sides and back.
The sewing seam of the insole to have four stitches to the inch, the stitching in the forepart to have eight stitches to the inch, and to be stitched with a square awl.
The hemp to be of the best quality, and well waxed.
The edges of the soles and heels are not to be blacked or heel-balled, but to be left brown.
The boots to be internally free from pegs or nails; the heels to be well cleaned out.
The insoles to be composed of crop shoulder insoles, English tannage.

FOOT STRAPS.

To be equal and similar in every particular to the sealed patterns, and to be of recently-curried leather.
To be delivered in such lengths as may be required.

If necessary, for the purpose of inspection, a portion of each delivery, not exceeding two per cent., (or two out of any number delivered under 100,) of the articles named in this specification, will be put to such tests as shall destroy the articles tested; and all articles so destroyed to be replaced, of proper quality and pattern, at the expense of the contractor. If the above-named proportion of boots be found, on being opened, or otherwise tested, to be inferior to the pattern, or contrary to the terms of this specification, the whole supply then under inspection will be rejected.
On the examination of 200 pairs taken indiscriminately from the piles of any delivery, should one-fourth of the quantity be found inferior to the pattern, or contrary to this specification, the whole will be rejected.
The boots and straps to be delivered at the place hereafter named, free of expense; and all that may be rejected by the inspecting officers to be repacked and removed, at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.
Parties tendering will be required to give satisfactory evidence that they themselves are the manufacturers, and that the articles are made under their own immediate superintendence.
A re-delivery of articles once rejected, shall, upon discovery, justify the rejection of the whole delivery.
The decision of the Secretary of State for War to be final.
Patterns to be seen at the War Office, Pall Mall.

Note.—Each article named in the specification must bear the name of the contractor and maker by whom it was supplied, in such a manner that it will remain legible as long as the article itself may be in use.

War Office, Pall Mall,
1857.

Appendix, No. 2.

SPECIFICATION and Memoranda to be attended to by the Contractors in the Supply of Spurs for the Royal Horse Artillery.

The spurs to be made of forged iron, swan neck pattern, and—

2 3/8 inches long in the neck.
1 1/8 „ circumference in the neck.
2 3/8 „ circumference rowell.
10 prongs, sharp.
3/4 inch long stud in the centre for boot heel.
9/16 „ circumference, sharp point.
3 „ long sides, each side measured from centre of neck.
3/8 „ broad at the neck.
5/8 „ broad at each end.
3/16 „ thick at the neck.
1/8 „ thick at each end.
3/16 „ diameter tapped holes.
3/8 „ from each end.
1/8 „ bushing round hole over surface, countersunk, to admit the spur screws.
15/16 „ long, the spur screws one for each side.
9/16 „ circumference.
5/16 „ diameter, head rounded, with slit across to admit the turnscrew.

The spur to be quite equal in material and workmanship, and in every respect conformable to the sealed pattern, and of sufficiently good iron to stand welding. If necessary, a portion, not exceeding two pairs out of each delivery, will be put to such tests as shall destroy the articles tested, and to be replaced by the contractor.

The spurs to be delivered at the place hereafter named; the cases or barrels in which they are packed to become the property of the public.

All rejected articles to be removed, at the expense of the contractor, in three days.

A re-delivery of spurs once rejected, shall, upon discovery, justify the rejection of the whole delivery.

The decision of the Secretary of State for War to be final.

Patterns to be seen at the War Office, Pall-mall.

Note.—Each article named in the specification must bear the name of the contractor and maker by whom it was supplied, in such a manner that it will remain legible as long as the article itself may be in use.

War Office, Pall Mall,
1857.

CAVALRY—SPECIFICATIONS.

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SPECIFICATION for the guidance of Persons tendering for the Supply of Scarlet Cloth for Tunics of Regimental Serjeant-Majors of Her Majesty's Regiments of Cavalry.

Scarlet cloth for tunics of regimental serjeant-majors to weigh 1 lb. 6 oz. per yard.

The cloth to be dyed through and through, of pure cochineal dye.

The cloth to be quite equal in colour, quality, make, and weight, and to be similar to the sealed pattern sample in every particular.

The cloth to be made of new sound wool; and should it be found that any portion of a delivery of cloth contains "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected.

The cloth to be quite 54 inches between the lists, or subject to a deduction according to the following scale:—

If 52 inches wide, deduct 2 yards for each 36 yards.
If 52 1/2 „ „ 1 1/4 „ 36 yards.
If 53 „ „ 3/4 „ 36 yards.

No

No cloth will be received under 52 inches in width.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed, at the contractor's expense, from the place of inspection within seven days after notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice.

Twelve yards of the cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall-mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of Blue Cloth for Tunics of Corporals, Privates, and Bands of Her Majesty's Regiments of Cavalry.

Blue cloth for tunics of corporals, privates, and bands, to weigh 1 lb. 10 oz. per yard.

The cloth to be wool-dyed with sound indigo dye.

The cloth to be quite equal in colour, quality, weight, and make, and to be similar to the sealed pattern sample in every particular.

The cloth to be made of new sound wool; and should it be found that any portion of a delivery of cloth contains "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected.

The cloth to be quite 54 inches between the lists, or subject to a deduction according to the following scale:—

If 52 inches wide, deduct	2	yards	for each	36	yards.
If 52½ „ „	1¼	„	„	36	„
If 53 „ „	¾	„	„	36	„

No cloth will be received under 52 inches in width.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed, at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice.

Twelve yards of each description of cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of Scarlet Cloth for Tunics of Serjeants of Her Majesty's Regiments of Cavalry.

Scarlet cloth for tunics of serjeants to weigh 1 lb. 8 oz. per yard.

The cloth to be dyed through and through of pure cochineal dye.

The cloth to be quite equal in colour, quality, weight, and make, and to be similar to the sealed pattern sample in every particular.

The cloth to be made from new sound wool; and should any portion of a delivery of cloth be found to contain "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected.

The cloth to be quite 54 inches within the lists, or subject to a deduction according to the following scale:—

If 52 inches wide, deduct	2	yards	for each	36	yards.
If 52½ „ „	1¼	„	„	36	„
If 53 „ „	¾	„	„	36	„

No cloth will be received under 52 inches in width.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed, at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.

Appendix, No. 2.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice.

Twelve yards of cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

If necessary, for the purpose of inspection, a portion not exceeding 9 inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of Scarlet Cloth for Tunics of Corporals, Privates, and Bands of Her Majesty's Regiments of Cavalry.

Scarlet cloth for tunics of corporals, privates, and bands to weigh 1 lb. 10 oz. per yard.

The cloth to be dyed through and through of pure cochineal dye.

The cloth to be quite equal in colour, quality, weight, and make, and to be similar to the sealed pattern sample in every particular.

The cloth to be made from new sound wool; and should any portion of a delivery of cloth be found to contain "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected.

The cloth to be quite 54 inches within the lists, or subject to a deduction according to the following scale:—

If 52 inches wide, deduct 2 yards for each 36 yards.
If 52 ½ „ 1 ¼ „ 36 „
If 53 „ ¾ „ 36 „

No cloth will be received under 52 inches in width.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed, at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice.

Twelve yards of cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of Blue Cloth for Tunics of Serjeants of Her Majesty's Regiments of Cavalry.

Blue cloth for tunics of serjeants to weigh 1 lb. 8 oz. per yard.

The cloth to be wool-dyed with sound indigo dye.

The cloth to be quite equal in colour, quality, weight, and make, and to be similar to the sealed pattern sample in every particular.

The cloth to be made of new sound wool; and should it be found that any portion of a delivery of cloth contains "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected.

The cloth to be quite 54 inches between the lists, or subject to a deduction according to the following scale:—

If 52 inches wide, deduct 2 yards for each 36 yards.
If 52 ½ „ 1 ¼ „ 36 „
If 53 „ ¾ „ 36 „

No cloth will be received under 52 inches in width.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed, at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice.

Twelve

Twelve yards of each description of cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of Crimson Cloth for Overalls of all Ranks (except Regimental Serjeant-Major and Quartermaster-Serjeant) of the 11th Hussars.

Crimson cloth for overalls of all ranks of 11th Hussars (except regimental serjeant-majors) to weigh from 1 lb. 10 oz. to 1 lb. 11 oz. per yard.

The cloth to be kersey wove, and dyed "ingrain" colour.

The cloth to be quite equal in colour, quality, weight, and make, and to be similar to the sealed pattern sample in every particular.

The cloth to be made from new sound wool; and should any portion of a delivery of cloth be found to contain "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected.

The cloth to be quite 54 inches wide between the lists, and cloth of less width than 54 inches will be rejected.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed, at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice.

Twelve yards of cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of Blue Kersey Cloth for Overalls for all Ranks (except Regimental Serjeant-Majors and Quartermaster-Serjeants) of Her Majesty's Regiments of Cavalry.

Blue Kersey cloth for overalls of all ranks (except regimental serjeant-majors) to weigh 1 lb. 15 oz. per yard.

The cloth to be kersey wove, and wool dyed with sound indigo dye.

The cloth to be quite equal in colour, quality, weight, and make, and to be similar to the sealed pattern sample in every particular.

The cloth to be made of new sound wool; and should it be found that any portion of a delivery of cloth contains "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected.

The cloth to be quite 54 inches between the lists, and cloth of less width than 54 inches will be rejected.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed, at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice.

Twelve yards of cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

Appendix, No. 2.

SPECIFICATION for the guidance of Persons tendering for the Supply of Blue Cloth for Tunics and Overalls of Regimental Serjeant-Majors of Her Majesty's Regiments of Cavalry.

Blue cloth for tunics and overalls of regimental serjeant-majors to weigh 1 lb. 6 oz. per yard.

The cloth to be wool-dyed with sound indigo dye.

The cloth to be quite equal in colour, quality, weight, and make, and to be similar to the sealed pattern sample in every particular.

The cloth to be made of new sound wool; and should it be found that any portion of a delivery of cloth contains "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected.

The cloth to be quite 54 inches between the lists, or subject to a deduction according to the following scale:—

If 52	inches	wide	deduct	2	yards for each 36 yards.
If 52½	„	„		1¼	„ 36 „
If 53	„	„		¾	„ 36 „

No cloth will be received under 52 inches in width.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed, at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice.

Twelve yards of cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of Cloth for Cavalry Cloaks.

Wool-dyed blue kersey cloth to weigh 1 lb. 13 oz. per yard.

The cloth to be of sound indigo dye, and to be quite equal in colour, quality, make, and weight, and to be similar to the sealed pattern sample in every particular.

The cloth to be made of new sound wool; and should any portion of a delivery of cloth be found to contain "woollen waste" or "shoddy" or anything else than new wool, the whole delivery will be rejected.

The cloth to be quite 54 inches wide within the lists, or subject to a deduction according to the following scale:—

If 52	inches	wide,	deduct	2	yards for each 36 yards.
If 52½	„	„		1¼	„ 36 „
If 53	„	„		¾	„ 36 „

No cloth will be received under 52 inches wide.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officers, to be repacked and removed, at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.

Each piece of cloth to have the length and the contractor's name marked on a lead seal, and the bales marked, so as easily to be identified with the invoice.

The decision of the Secretary of State for War to be final.

The sealed pattern to be seen at the War Office, Pall Mall.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

For Valises.

Specification and Memorandum to be Attended to by the Contractors in the Supply of Red Valises for Her Majesty's Heavy Cavalry, and Blue Valises for Her Majesty's Light Cavalry.

The valises to be made of red or blue cloth, lined with strong linen, and to be,—
27 inches long.
21 inches in circumference round the ends.
3 ¾ inch tinned roller buckles and chapes, 2 ½ inches from the ends, and 8 ½ inches apart.
3 ¾ inch straps for ditto, 8 inches long.
2 loops for baggage straps, 2 ½ inches long, lined with leather, 1 inch broad, 4 ½ inches from the ends, and 11 ¾ inches apart.
A fly 22 inches by 4 inches at each side of opening, lined with strong linen, with 2 ¾ inch tinned roller buckles and chapes.
2 ¾ inches straps, 6 ½ inches long, for ditto.
The flap, 27 inches by 12 inches, lined with strong linen.
The pocket, 27 inches by 12 inches, to be of strong linen, edged with blue cloth 2 ½ inches deep in the front and ends.
The ends stiffened with mill board.
The number and the initials of the regiment on each end in brass letters, 1 inch long, and ¾ inch apart.

The valises to be equal in materials and workmanship, and in every respect conformable to the sealed pattern.
The valises to be delivered at Weedon free of expense by the contractors, and all rejected by the inspecting officers to be repacked and removed, at the cost of the contractor, within seven days after notice has been given him.
The decision of the Secretary of State for War to be final.
The sealed patterns to be seen in the office of the Army Clothing Department, War Office, Pall Mall.

Each article to bear the name of the contractor and maker by whom it is supplied, in such a manner that it will remain legible as long as the article itself may be in use.

War Office, Pall Mall,
1857.

No. 1.

Heavy Dragoons.

For Shabraques.

Specification and Memoranda to be attended to by the Contractors in the Supply of Shabraques for Her Majesty's Cavalry.

The shabraques to be of blue cloth, of the quality of the sealed pattern, and of the following dimensions:—

45 inches long.
46 „ wide over the front.
39 „ wide over the centre.
53 „ wide over the hind part.

One row 1 ½ inch yellow lace round the outer edge.
9 inches by 2 ½ black basil leather stitched on the centre of each side.
Black leather loop in front centre 1 ¾ inch by ⅜ths.
The two hind corners lined with oil cloth 17 inches deep.
The holes are to be bound with cloth to admit the hind fork of the saddletree, baggage straps, and carabine stay straps.
In front, on each side, the letters V. R. and a crown, to be worked in embroidery and worsted cord.
Behind, the letters V. R. and crown, the insignia, and letters distinctive of the regiment, to be worked in embroidery and worsted cord.
The cloth, lining, and every part of the materials and workmanship to be equal in quality and in every respect strictly conformable to the sealed pattern.
To be subject to the inspection of the authorised officers of the Clothing Department at Weedon, where the shabraques are to be delivered, at the expense of the contractor, and the packages containing the same to become the property of the public.
The decision of the Secretary of State for War to be final.
The sealed pattern to be seen at the War Department, Pall Mall, London.

Appendix, No. 2.

No. 2.

Light Dragoons.

For Shabraques.

Specification and Memoranda to be attended to by the Contractors in the Supply of Shabraques for Her Majesty's Cavalry.

The shabraques to be of blue cloth, of the quality of the sealed pattern, and of the following dimensions:—

43 inches long.
46 „ wide over the front.
30 „ wide over the centre.
52 „ wide over the hind part.

Two rows ¾ inch lace, yellow, white, or buff, according to the regimental facings, round the outer edge.

9 inches by 2½ black basil leather, stitched on the centre of each side upon the outer edge.

1¾ inch by ⅜ leather loop, on the front edge, centre.

13 inches deep of strong oil-cloth lining to the hind corner.

The holes to be bound round with cloth, to admit the fork of the saddletree, baggage straps, and carabine stay straps.

In front, on each side, the letters V. R. and a crown, to be worked in embroidery and worsted cord.

Behind, on each side, the letters V. R. and a crown, with the insignia, and letters distinctive of the regiment, to be worked in embroidery and worsted cord.

The cloth, lining, and every part of the materials and workmanship to be equal in quality and in every respect strictly conformable to the sealed pattern.

To be subject to the inspection of the authorised officers of the Clothing Department at Weedon, where the shabraques are to be delivered, at the expense of the contractor, and the packages containing the same to become the property of the public.

The decision of the Secretary of State for War to be final.

The sealed pattern to be seen at the War Department, Pall Mall, London.

No. 3.

Hussars.

For Shabraques.

Specification and Memoranda to be attended to by the Contractors in the Supply of Shabraques for Her Majesty's Cavalry.

The shabraques to be of blue cloth, of the quality of the sealed pattern, and of the following dimensions:—

44 inches long.
48 „ wide over the front.
30 „ wide over the centre.
72 „ wide over the hind part.

One row 1¾ inch yellow lace round the outer edge.

9 inches by 2½ black basil leather, stitched on the centre of each side on the outer edge.

1¾ inch by ⅜ black leather loop, in front centre.

The two hind corners to be lined 19 inches deep with black oil-skin.

The holes are to be bound with cloth, to admit the hind fork of saddletree, baggage straps, and carabine stay straps.

In front, on each side, the letters V. R. and a crown, to be worked in embroidery and worsted cord.

Behind, on each side, the letters V. R. and a crown, with the insignia, and letters distinctive of the regiment, to be worked in embroidery and worsted cord.

The cloth, lining, and every part of the materials and workmanship to be equal in quality and in every respect strictly conformable to the sealed pattern.

To be subject to the inspection of the authorised officers of the Clothing Department at Weedon, where the shabraques are to be delivered, at the expense of the contractor, and the packages containing the same to become the property of the public.

The decision of the Secretary of State for War to be final.

The sealed pattern to be seen at the War Department, Pall Mall, London.

No. 4.

LANCERS.

FOR SHABRAQUES.

SPECIFICATION and Memoranda to be attended to by the Contractors in the Supply of Shabraques for Her Majesty's Cavalry.

The shabraques to be of blue cloth, of the quality of the sealed pattern, and of the following dimensions:—

44 inches long.
46 „ wide over the front.
31 „ wide over the centre.
56 „ wide over the hind part.

Two rows $\frac{3}{4}$ inch lace, yellow or white, according to the regimental facings, round the outer edge.

9 inches by 2 $\frac{1}{2}$ black basil leather, stitched on the centre of each side—outer edge.

1 $\frac{3}{4}$ inch by $\frac{3}{8}$ black leather loop on the front centre.

The two hind corners to be lined with oil-skin 19 inches deep.

The holes to be bound round with cloth, to admit the hind fork of saddletree and baggage straps.

In front of each side, the letters V. R. and a crown, to be worked in embroidery and worsted cord.

Behind, on each side, the letters V. R. and a crown, with the insignia, and letters distinctive of the corps, to be worked in embroidery and worsted cord.

The cloth, lining, and every part of the materials and workmanship to be equal in quality and in every respect strictly conformable to the sealed pattern.

To be subject to the inspection of the authorised officers of the Clothing Department at Weedon, where the shabraques are to be delivered, at the expense of the contractor, and the packages containing the same to become the property of the public.

The decision of the Secretary of State for War to be final

The sealed pattern to be seen at the War Department, Pall Mall, London.

SPECIFICATION for the guidance of Persons tendering for the Supply of Facing Cloth for Cavalry Cloaks.

White,
Buff,
Yellow,
Scarlet,
Blue,
Green.

All the cloth to be quite equal and similar, in quality, weight, make, and precisely of the same shade of colour, as the sealed pattern sample, as required by each regiment.

The cloth to weigh 1 lb. 8 oz. per yard.

The cloth to be made from new sound wool; and should any portion of a delivery of cloth be found to contain "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected.

The cloth to measure quite 54 inches between the lists, or be subject to a deduction according to the following scale:

If 52 inches wide, deduct	2	yards	for each	36	yards.
If 52 $\frac{1}{2}$ „	1 $\frac{1}{4}$	„	„	36	„
If 53 „	$\frac{3}{4}$	„	„	36	„

No cloth will be received under 52 inches in width.

All the cloth will be subjected to a test, so as to secure a sound dye.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed, at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales so marked as easily to be identified with the invoice.

Twelve yards of the cloth to be sent to Weedon, for comparison with the sealed pattern, previous to the whole supply being delivered.

All the cloth to be sent in clean and thoroughly shrunk.

The decision of the Secretary of State for War to be final.

The sealed patterns to be seen at the War Office, Pall Mall.

If necessary for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

It is to be clearly understood that the piece of cloth which will be given to persons tendering is merely given for the purpose of assisting the tenderer in making his arrangements; and the delivery by the contractor will be compared with the sealed patterns only, which are in this office and at Weedon.

War Office, Pall Mall,
1857.

Appendix, No. 2.

SPECIFICATION for the guidance of Persons tendering for the Supply of Cloth for Cavalry Cloaks.

Wool-dyed blue kersey cloth to weigh 1 lb. 13 oz. per yard.

The cloth to be of sound indigo dye, and to be quite equal in colour, quality, make, and weight, and to be similar to the sealed pattern sample in every particular.

The cloth to be made of new sound wool; and should any portion of a delivery of cloth be found to contain "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected.

The cloth to be quite 54 inches wide within the lists, or subject to a deduction according to the following scale—

If 52 inches wide, deduct	2	yards	for each	36	yards.
If 52 ½	„	„	1 ¼	„	36 „
If 53	„	„	¾	„	36 „

No cloth will be received under 52 inches wide.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officers, to be repacked and removed, at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.

Each piece of cloth to have the length and the contractor's name marked on a lead seal, and the bales marked so as easily to be identified with the invoice.

The decision of the Secretary of State for War to be final.

The sealed pattern to be seen at the War Office, Pall Mall.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

RIFLE CORPS—SPECIFICATIONS.

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SPECIFICATION for the guidance of Persons tendering for the Supply of Green Kersey Cloth for Trousers of Serjeants and Musicians of Her Majesty's Rifle Regiments.

Green cloth for trousers of serjeants and musicians of rifle corps to weigh 1 lb. 10 oz. per yard.

The cloth to be kersey wove, woaded colour, and wool dyed, and to stand the test of muriatic acid.

The cloth to be quite equal in colour, quality, make, and weight, and similar to the sealed pattern in every particular.

The cloth to be made from new sound wool; and should any portion of a delivery be found to contain "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected.

The cloth to be quite 54 inches between the lists, or subject to a deduction according to the following scale:—

If 52 inches wide, deduct	2	yards	for each	36	yards.
If 52 ½	„	„	1 ¼	„	36 „
If 53	„	„	¾	„	36 „

No cloth will be received under 52 inches in width.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed, at the contractor's expense, from the place of inspection, within seven days after the notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice.

Twelve yards of cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

The sealed pattern to be seen at the War Office, Pall Mall.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of Green Cloth for Tunics of Privates of Her Majesty's Rifle Regiments.

Green cloth for tunics of privates of rifle corps to weigh 1 lb. 9 ½ oz. per yard.

The cloth to be woaded colour, dyed through, and stand the test of muriatic acid.

The cloth to be quite equal in colour, quality, make, and weight, and similar to the sealed pattern sample in every particular.

The cloth to be made from new sound wool; and should any portion of a delivery of cloth be found to contain "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected.

The cloth to be quite 54 inches within the lists, or to be subject to a deduction according to the following scale:—

If 52	inches wide,	deduct 2	yards	for each 36	yards.
If 52½	„	„ 1¼	„	36	„
If 53	„	„ ¾	„	36	„

No cloth will be received under 52 inches in width.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed, at the contractor's expense, from the place of inspection, within seven days after the notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice.

Twelve yards of cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

The sealed pattern to be seen at the War Office, Pall Mall.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of Green Cloth for Tunics of Serjeants and Musicians of Her Majesty's Rifle Regiments.

Green cloth for tunics of serjeants and musicians of rifle corps to weigh 1 lb. 9 oz. per yard.

The cloth to be "woaded" colour, and wool dyed, and stand the test of muriatic acid.

The cloth to be quite equal in colour, quality, make, and weight, and to be similar to the sealed pattern sample in every particular.

The cloth to be made of new sound wool; and should it be found that any portion of a delivery of cloth contains "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected.

The cloth to be quite 54 inches between the lists, or subject to a deduction according to the following scale:—

If 52	inches wide,	deduct 2	yards	for each 36	yards.
If 52½	„	„ 1¼	„	36	„
If 53	„	„ ¾	„	36	„

No cloth will be received under 52 inches in width.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed, at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice.

Twelve yards of the cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

Appendix, No. 2.

SPECIFICATION for the guidance of Persons tendering for the supply of Green Doeskin or Cassimere for Trousers of Staff Serjeants and Band Masters of Her Majesty's Rifle Regiments.

Green doeskin or cassimere for trousers of staff serjeants and band-masters of rifle corps to weigh 14 oz. per yard.

The cloth to be woaded colour and shrunk.

The cloth to be quite equal in colour, quality, make, and weight, and similar to the sealed pattern in every particular.

The cloth to be made from new sound wool; and should any portion of a delivery be found to contain "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected

The cloth to be quite 28 inches between the lists, or subject to a deduction according to the following scale:—

If 27 inches wide, deduct 1 yard for each 36 yards.
If 27 ½ „ „ ½ „ 36 „

No cloth will be received under 27 inches in width.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed, at the contractor's expense, from the place of inspection, within seven days after the notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice.

Twelve yards of cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

The sealed pattern to be seen at the War Office, Pall Mall.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of Green Kersey Cloth for Trousers of Privates of Her Majesty's Rifle Regiments.

Green cloth for trousers of privates of rifle corps to weigh 1 lb. 10 oz. per yard.

The cloth to be kersey wove, woaded colour, and dyed through, and stand the test of muriatic acid.

The cloth to be quite equal in colour, quality, make, and weight, and similar to the sealed pattern in every particular.

The cloth to be made from new sound wool; and should any portion of a delivery be found to contain "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected.

The cloth to be quite 54 inches between the lists, or subject to a deduction according to the following scale:—

If 52 inches wide, deduct 2 yards for each 36 yards.
If 52 ½ „ „ 1¼ „ 36 „
If 53 „ „ ¾ „ 36 „

No cloth will be received under 52 inches in width.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed, at the contractor's expense, from the place of inspection, within seven days after the notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice.

Twelve yards of cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

The sealed pattern to be seen at the War Office, Pall Mall.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of Green Cloth for Tunics of Staff Serjeants and Band Masters of Her Majesty's Rifle Regiments.

Green cloth for tunics of staff serjeants and band-masters of rifle regiments to weigh 1 lb. 4 oz. per yard (58 inches wide).

The cloth to be woaded colour, and wool-dyed, and stand the test of muriatic acid.

The cloth to be quite equal in colour, quality, weight, and make, and to be similar to the sealed pattern sample in every particular.

The cloth to be made from new sound wool; and should any portion of a delivery of cloth be found to contain "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected.

The cloth to measure 58 inches wide within the lists.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed, at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice.

Twelve yards of cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

HIGHLAND CORPS—SPECIFICATIONS.

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SPECIFICATION for the guidance of Persons tendering for the Supply of White Kersey Cloth for Jackets for Privates of Her Majesty's Highland Regiments.

White kersey cloth to weigh 1 lb. 11 oz. per yard.

The cloth to be quite equal in colour, quality, weight, and make, and to be similar to the sealed pattern sample in every particular.

The cloth to measure 54 inches wide between the lists, or be subject to a deduction according to the following scale:—

If 52 inches wide,	deduct	2	yards for each	36	yards.
If 52½	„	„	1¼	„	36 „
If 53	„	„	¾	„	36 „

No cloth will be received under 52 inches in width.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officers, to be repacked and removed, at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice, which bales will become the property of the public.

Twelve yards of cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

The sealed pattern to be seen at the War Office, Pall Mall.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

Appendix, No. 2.

SPECIFICATION for the guidance of Persons tendering for the Supply of White Cloth for Jackets for Serjeants of Her Majesty's Highland Regiments.

White cloth to weigh 1 lb. 11 oz. per yard.

The cloth to be quite equal in colour, quality, weight, and make, and to be similar to the sealed pattern sample in every particular.

The cloth to measure quite 54 inches between the lists, or be subject to a deduction according to the following scale:—

If 52 inches wide, deduct	2	yards	for each	36	yards.
If 52½	„	„	1½	„	36 „
If 53	„	„	¾	„	36 „

No cloth will be received under 52 inches in width.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed, at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales so marked as easily to be identified with the invoice, which bales become the property of the public.

Twelve yards of the cloth to be sent to Weedon, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

The sealed pattern to be seen at the War Office, Pall Mall.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

ENGINEERS—SPECIFICATIONS.

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SPECIFICATION for the guidance of Persons tendering for the Supply of Trimmings for the Clothing of the Royal Engineers.

Calico, White, Nos. 1 and 2:—To be quite equal and similar to the sealed patterns in quality and make, and to be not less than 35 inches wide.

Buckram:—To be quite equal and similar to the sealed pattern in quality and make, and to be not less than 38 inches wide.

Holland, Brown:—To be quite equal and similar to the sealed pattern in quality and make, and to be not less than 35 inches wide.

Cotton, Black Twilled:—To be quite equal and similar to the sealed pattern in quality and make, and to be not less than 36 inches wide.

Sheeting, Brown:—To be quite equal and similar to the sealed pattern in quality and make, and to be not less than 34 inches wide.

Tape, Stay:—To be quite equal and similar to the sealed pattern in quality and make. Each piece to contain 12 yards.

Binding, Worsted Blue:—To be quite equal and similar to the sealed pattern in quality and make, and to be dyed with sound indigo dye.

Canvas, Royal:—To be quite equal and similar to the sealed pattern in quality and make, and to be not less than 22 inches in width.

The

The whole of the articles detailed in this specification to be delivered at the place which shall be named in the order for the supply, in equal proportions, on or before the 1st February 1857, 1st May 1857, and 1st July 1857, at the expense of the contractor; and all articles rejected by the inspecting officers, for any cause whatever, to be removed from the place of inspection, at the contractor's expense, within three days after notice has been received by the contractor.

If necessary, for the purpose of inspection, a portion of each delivery, not exceeding one per cent. of any of the articles named in this specification, will be liable to be put to such tests as shall destroy the articles tested; and all articles so destroyed to be replaced, of proper quality and pattern, at the expense of the contractor.

The decision of the Secretary of State for War to be final.

The sealed patterns to be seen at the office of the Director-general of Army Clothing, War Office, Pall Mall, London.

SPECIFICATION for the guidance of Persons tendering for the Supply of Trimmings for the Clothing of the Royal Engineers.

Shalloon, Four-quarter White:—To be quite equal and similar to the sealed pattern in quality and make, and to be not less than 36 inches wide.

White Serge:—To be quite equal and similar to the sealed pattern in quality and make, and to weigh as follows: For every 24 yards in length, and not less than 31 inches in width, to weigh not less than 11½ lbs.

The whole of the articles detailed in this specification to be delivered at the place which shall be named in the order for the supply, in equal proportions, on or before the 1st February 1857, 1st May 1857, and 1st July 1857, at the expense of the contractor; and all articles rejected by the inspecting officers, for any cause whatever, to be removed from the place of inspection, at the contractor's expense, within three days after notice has been received by the contractor.

If necessary, for the purpose of inspection, a portion of each delivery, not exceeding one per cent. of any of the articles named in this specification, will be liable to be put to such tests as shall destroy the articles tested; and all articles so destroyed to be replaced, of proper quality and pattern, at the expense of the contractor.

Each piece of cloth to have the contractor's name and the length marked on a lead seal, and the bales marked, so as easily to be identified with the invoice.

Twelve yards of the cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

The sealed patterns to be seen at the office of the Director-general of Army Clothing, War Office, Pall Mall, London.

Any cloth measuring more than two inches under the specified width will be rejected.

The whole of the cloth to be delivered at the army clothing depôt, Weedon, free of expense. The kerseymere, No. 1, before the 1st July 1857; the Oxford mixture, No. 2, and the blue, No. 1, in equal proportions, on or before the 1st April 1857, and 1st July 1857; the Oxford mixture, No. 3, and the blue, No. 2, in equal proportions, on or before the 1st February 1857, 1st April 1857, 1st June, 1857, and 1st August 1857; and all cloth rejected by the inspecting officers, for any cause whatever, to be repacked and removed, at the contractor's expense, within three days after notice has been received by him.

Each piece of cloth to have the contractor's name and the length marked on a lead seal, and the bales marked, so as easily to be identified with the invoice.

Twelve yards of the cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

The sealed patterns to be seen at the office of the Director-general of Army Clothing, War Office, Pall Mall, London.

SPECIFICATION for the guidance of Persons tendering for the Supply of Scarlet and White Cloth for the Royal Engineers.

The sealed pattern samples of the descriptions of cloth required are marked as follows:—

Scarlet:

No. 1. For Tunics of Staff Serjeants:—To be 61 inches in width within the lists, and to weigh not less than 1 lb. 2½ ounces per yard.

No. 2. For Tunics and Jackets of Serjeants:—To be 54 inches in width within the lists, and to weigh not less than 1 lb. 7 ounces per yard.

Appendix, No. 2.

No. 3. For Jackets and Tunics of Rank and File:—To be 54 inches in width within the lists, and to weigh not less than 1 lb. 6 ounces per yard.

No. 4. For Trousers of Musicians:—To be 54 inches in width within the lists, and to weigh not less than 1 lb. 9 ounces per yard.

No. 5. For Stripes for Trousers of Rank and File:—To be 54 inches in width within the lists, and to weigh not less than 1 lb. 6 ounces yer yard.

White:

No. 1. For Tunics of Musicians:—To be 28 inches in width within the lists, and to weigh not less than 1 lb. 8 ounces per yard.

No. 2. Kerseymere for lining of Staff Serjeants' Tunics:—To be 28 inches in width.

The cloth of each description supplied by contractors to be quite equal in quality and make and weight, and to be similar to the sealed pattern in every particular.

The whole of the cloth to be made of new sound wool. If it is discovered that any portion of a delivery of cloth contains wool made from woollen rags, known by the terms "woollen waste" or "shoddy," or anything else than new wool, the whole of the cloth at that time under inspection will be rejected.

The whole of the scarlet cloth to be dyed with sound cochineal dye, and to be well shrunk and damped.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

SPECIFICATION for the guidance of Persons tendering for the Supply of Silk Velvets and Plush for the Clothing of the Royal Engineers.

Velvet, Silk, Garter Blue:—To be quite equal and similar to the sealed patterns in quality and make, and to be not less than 22 inches within the selvage.

Plush, Silk, Blue:—To be quite equal and similar to the sealed patterns in quality and make, and to be not less than 17 inches in width within the selvage.

Plush, Worsted, Blue:—To be quite equal and similar to the sealed patterns in quality and make, and to be not less than 18 inches in width within the selvage.

The whole of the articles detailed in this specification to be delivered at the place which shall be named in the order for the supply; the blue worsted plush in equal proportions, on or before the 1st February 1857, and 1st June 1857; and the garter blue silk velvet and blue silk plush by the 1st September 1857, at the expense of the contractor; and all the articles rejected by the inspecting officers, for any cause whatever, to be removed from the place of inspection, at the contractor's expense, within three days after notice has been received by the contractor.

If necessary, for the purpose of inspection, a portion of each delivery, not exceeding one per cent. of any of the articles named in this specification, will be liable to be put to such tests as shall destroy the articles tested; and all articles so destroyed to be replaced, of proper quality and pattern, at the expense of the contractor.

The decision of the Secretary of State for War to be final.

The sealed patterns to be seen at the office of the Director-general of Army Clothing, War Office, Pall Mall, London.

If necessary, for the purpose of inspection, a portion, not exceeding six inches in length and six inches in width, will be cut out near the end of each piece of cloth, and will be put to such tests as shall destroy the quantity tested.

Any cloth that does not measure the specified width inside the lists will be taken, subject to a deduction according to the following scale:—

If 2 inches	under,	deduct	2	yards for each	36 yards.
If 1½	„	„	1½	„	36 „
If 1 inch	„	„	¾	„	36 „

Any cloth measuring more than two inches under the specified width will be rejected.

The whole of the cloth to be delivered at the army clothing depôt, Weedon, free of expense; the scarlet cloth, Nos. 1 and 2, in equal proportions on or before the 1st April and 1st July 1857; the scarlet cloth, Nos. 3 and 5, in equal proportions on or before the 1st February 1857, 1st April 1857, 1st June 1857, and 1st August 1857; the scarlet cloth, No. 4, and the white, Nos. 1 and 2, before the 1st July 1857; and all cloth rejected by the inspecting officers, for any cause whatever, to be repacked and removed, at the contractor's expense, within three days after notice has been received by him.

Each piece of cloth to have the contractor's name and the length marked on a lead seal, and the bales marked, so as easily to be identified with the invoice.

Twelve yards of the cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

The sealed patterns to be seen at the office of the Director-general of Army Clothing, War Office, Pall Mall, London.

SPECIFICATION for the guidance of Persons tendering for the Supply of Lace, Embroidery, &c., for the Royal Engineers.

Gold Lace, Staff:—To be quite equal and similar to the sealed pattern in quality and make, and to be of the same width as the pattern.

Lace Gold, Bias and Stand:—To be quite equal and similar to the sealed patterns in quality and make, and to be of the same width as the patterns.

Lace, Worsted, Yellow:—To be quite equal and similar to the sealed pattern in quality and make, and to be of the same width as the pattern. To be best ingrain full amber dye.

Cord, Royal, Gold:—To be quite equal and similar to the sealed patterns in quality and make, and to be of the same size as the patterns.

Cord, Royal, Worsted:—To be quite equal and similar to the sealed patterns in quality and make, and to be of the same size as the patterns. Also to be best ingrain full amber dye.

Braid, Russia Gold, Nos. 1 and 2:—To be quite equal and similar to the sealed patterns in quality and make, and to be of the same width as the patterns.

Devices for Artificers, Gold:—To be quite equal and similar to the sealed patterns in quality and make, and to be of the same size as the patterns.

Grenades, Silver, Embroidered:—To be quite equal and similar to the sealed pattern in quality and make, and to be of the same size as the pattern.

Badges, Gold, Embroidered, Bugle Major:—To be quite equal and similar in quality, make, and size to the last supply when new. Now in wear by the bugle major at Chatham.

Crowns, Gold, Embroidered:—To be quite equal and similar to the sealed pattern in quality and make, and to be of the same size as the pattern.

Badges, Worsted, Embroidered, Trumpets:—To be quite equal and similar to the sealed pattern in quality and make, and to be of the same size as the pattern.

The whole of the articles detailed in this specification to be delivered at the place which shall be named in the order for the supply, the worsted royal cord and worsted lace in equal proportions, on or before the 1st February 1857, and the 1st June 1857, and the gold lace and cord, and gold embroidery, before the 1st September 1857, at the expense of the contractor; and all articles rejected by the inspecting officers, for any cause whatever, to be removed from the place of inspection, at the contractor's expense, within three days after notice has been received by the contractor.

If necessary, for the purpose of inspection, a portion of each delivery, not exceeding one per cent. of any of the articles named in this specification, will be liable to be put to such tests as shall destroy the articles tested; and all articles so destroyed to be replaced, of proper quality and pattern, at the expense of the contractor

The decision of the Secretary of State for War to be final.

The sealed patterns, with the exception of the badges for the bugle majors, to be seen at the office of the Director-general of Army Clothing, War Office, Pall Mall, London.

SPECIFICATION for the guidance of Persons tendering for the Supply of Kerseymere and Oxford Mixture Cloth for the Royal Engineers.

The sealed pattern samples of the descriptions of cloth required are marked as follows:

Kerseymere:—No. 1. For Trousers of Staff Serjeants:—To be 29 inches in width, and to weigh not less than 12 ounces per yard.

Oxford Mixture:

No. 2. For Trousers of Serjeants:—To be 54 inches in width, and to weigh not less than 1 lb. 6 oz. per yard.

No. 3. For Trousers of Rank and File:—To be 54 inches in width, and to weigh not less than 1 lb. 10 ounces per yard.

Blue:

No. 1. For Facings and Chevrons of Serjeants:—To be 56 inches in width, and to weigh not less than 1 lb. 3 ½ ounces per yard.

No. 2. For Facings and Chevrons of Rank and File:—To be 56 inches in width, and to weigh not less than 1 lb. 7 ½ ounces per yard.

The cloth of each description supplied by the contractor to be quite equal in quality, make, and weight, and to be similar to the sealed pattern samples in every particular.

The whole of the cloth to be made of new sound wool. If it is discovered that any portion of a delivery of cloth contains wool made from woollen rags, known by the terms "woollen waste" or "shoddy," or anything else than new wool, the whole of the cloth at that time under inspection will be rejected.

Appendix, No. 2.

The Oxford mixture cloth of each quality to be kersey wove, woaded and wool dyed, and well shrunk and damped.

If necessary, for the purpose of inspection, a portion, not exceeding six inches in length and six inches in width, will be cut out near the end of each piece of cloth, and will be put to such tests as shall destroy the quantity tested.

Any cloth that does not measure the specified width inside the lists will be taken, subject to a deduction, according to the following scale:

If 2 inches under,	deduct	2	yards for each	36	yards.
If 1 ½	,,	1 ¼	,,	36	,,
If 1	,,	¾	,,	36	,,

SPECIFICATION for the guidance of Persons tendering for the Supply of Sewing Materials for the Clothing of the Royal Engineers.

Twist, Red and Black:

To be quite equal and similar to the sealed patterns in quality and make.

Each yard or length of twist to consist of 12 threads.

The red to be the best legee.

The black to be the best silk.

Thread, Sewing, Whited Brown, Yellow, Red, Black:

To be quite equal and similar to the sealed patterns in quality and make, one-third of the supply to be of the description termed No. 35 Best.

Two-thirds to be of the description termed No. 30 A.

Silk, Sewing, White, Gold, Red, Raven:

To be equal and similar to the sealed patterns in quality and make, and to be of the description termed as follows, viz.:

White to be the best military.

Gold to be the best China.

Red to be the best China.

To be supplied in equal proportions of small, medium, and stout.

Raven to be the best.

To be supplied in equal proportions of Nos. 8, 10, 12, 14, and 16.

Cotton, Sewing, White:—To be quite equal and similar to the sealed pattern in quality and make, and to be supplied on reels, each containing 200 yards of cotton.

The whole of the articles detailed in this specification to be delivered at the place which shall be named in the order for the supply, in equal proportions, on or before the 1st February 1857, 1st April 1857, 1st June 1857, and 1st September 1857, at the expense of the contractor; and all articles rejected by the inspecting officers, for any cause whatever, to be removed from the place of inspection, at the contractor's expense, within three days after notice has been received by the contractor.

If necessary, for the purpose of inspection, a portion of each delivery, not exceeding one per cent. of any of the articles named in this specification, will be liable to be put to such tests as shall destroy the articles tested; and all articles so destroyed to be replaced, of proper quality and pattern, at the expense of the contractor.

The decision of the Secretary of State for War to be final.

The sealed patterns to be seen at the office of the Director-General of Army Clothing, War Office, Pall Mall, London.

SPECIFICATION for the guidance of Persons tendering for the Supply of Buttons, Hooks, Hooks and Eyes, &c., for the Royal Engineers.

Buttons, Brass:—Will be required of the sizes and descriptions named below.

Buttons, Iron:—The whole to be equal and similar in every particular to the sealed pattern.

Buttons, White Metal:—To be equal and similar in every particular to the sealed patterns.

The weight to be equal to the following scale:—

Brass Buttons, per dozen:—

		oz.	*dr.*
Large	No. 1	2	9
,,	No. 2	2	8
,,	No. 3	2	5 ½
Small	No. 1	1	5
,,	No. 2	1	2
,,	No. 3	1	2

The

The whole of the brass buttons to be made of solid metal, without any inside lining or other substance, added merely to make up the weight; all the shanks to be made of the best and toughest material, and to be well fixed on.

Brass buttons of each size for staff serjeants, marked No. 1, to be best water-gilt.

Brass buttons of each size for serjeants, marked No. 2, to be good water-gilt.

The brass buttons to be on cards and properly packed.

Hooks, Large Brass:—To be equal and similar in every respect to the sealed patterns, and to weigh not less than 3 oz. 2 dr. per dozen.

Hook and Eyes, Brass:—One description required. To be equal and similar in every particular to the sealed patterns, and to weigh not less than 13 dr. per dozen.

The whole of the articles detailed in this specification to be delivered at the expense of the contractor, at the place which shall be named in the order for the supply. The common brass buttons, No. 3 large and No. 3 small, and the hooks, and hooks and eyes, in equal proportions, on the 1st February 1857, and 1st May 1857; and Nos. 1 and 2, large and small, by the 1st September 1857; and all articles rejected by the inspecting officers, for any cause whatever, to be removed from the place of inspection, at the contractor's expense, within three days after notice has been received by the contractor.

If necessary, for the purpose of inspection, a portion of each delivery, not exceeding one per cent. of any of the articles named in this specification, will be liable to be put to such tests as shall destroy the articles tested; and all articles so destroyed to be replaced, of proper quality and pattern, at the cost of the contractor.

The decision of the Secretary for War to be final.

The sealed patterns to be seen at the office of the Director-general of Army Clothing, War Office, Pall Mall, London.

Specification and Memoranda for the guidance of Persons tendering for the Supply of Blue Cloth for Great Coats and Aprons for the Royal Artillery and Royal Engineers.

1. Blue cloth to weigh 1 lb. 10½ oz. per yard of 36 inches; to measure 54 inches wide between the lists, and to be dyed with sound indigo dye; the colour, make, and finish to be as near the sealed pattern as possible, and shrunk.

2. Any cloth measuring less than 53 inches wide will be rejected, and any that may be between that width and 54 inches will be received, subject to a deduction of one yard in every 36 yards, if otherwise equal to pattern and according to specification.

3. The whole of the cloth to be made from new sound wool. If it be discovered that any portion of a delivery of cloth contains wool made from woollen rags, known by the terms "shoddy" or "mungo," or anything else than new wool, the whole of the cloth at that time under inspection, will be rejected.

4. The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officers, to be repacked and removed from the place of inspection, at the contractor's expense, within seven days after he has received notice to do so.

5. If necessary, for the purpose of inspection, a portion of cloth, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and put to such tests as shall destroy the portion tested.

6. Each piece of cloth to have a lead seal affixed with the length marked on, and also the contractor's name, and each bale marked, so as easily to be identified with the invoice.

7. A piece of cloth, not less than 12 yards in length, to be delivered at Weedon for comparison with the sealed pattern, previous to the whole supply being delivered.

8. The decision of the Secretary of State for War to be final.

9. Patterns to be seen at the War Office, Pall Mall.

War Office, Pall Mall,
1857.

Appendix, No. 2.

SPECIFICATION and Memoranda to be attended to by the Contractor in the Supply of Boots for the Royal Engineers.

No. of Pattern.

BOOTS, ANKLE,

With two laces, each 26 inches long, to each pair of boots. To be delivered in sizes assorted for every 100 pairs, viz.:—

No. 5 size	- - - - -	4 pairs.
No. 6 „	- - - - -	12 „
No. 7 „	- - - - -	30 „
No. 8 „	- - - - -	36 „
No. 9 „	- - - - -	12 „
No. 10 „	- - - - -	4 „
No. 11 „	- - - - -	2 „
		100

Subject to such alterations, from time to time, as may be found necessary.

To be quite equal and similar to the sealed pattern in every respect.

The size to be marked upon the outsole or inside of the quarter.

To be delivered clean, in good condition, and to be fresh manufactured and dry.

The soles to extend under the heel not less than one inch, and no neck soles will be received.

No runners or lifts in the soles or any pieced insoles will be accepted.

The sewing seam of the insole to have four stitches to the inch, the stitching in the forepart to have eight stitches to the inch, and to be stitched with a square awl.

The hemp to be of the best quality and well waxed.

The edges of the soles and heels are not to be blacked or heel-balled, but to be left brown.

The boots to be internally free from pegs or nails. The heels to be well cleaned out.

The insoles to be composed of crop shoulder insoles, English tannage.

The bottom fillings to be composed of wax offal, or inner sole leather, and no currier's shavings to be introduced.

The pattern being No. 7 size, the other sizes are to be full fitting in proportion thereto.

A portion of the boots will be cut open to ascertain that they are made in a proper manner, and should they be found inferior to the pattern, or not conformable to this specification, the contractor is to take back the whole of the delivery to which they belong, together with those which have been cut open.

On the examination of 200 pairs taken indiscriminately from the piles of any delivery, should one-fourth of the quantity be found inferior to the pattern, or contrary to this specification, the whole will be rejected.

The boots to be delivered at Weedon free of expense; and all boots that may be rejected by the inspecting officers, to be repacked and removed, at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.

Parties tendering will be required to give satisfactory evidence that they themselves are the manufacturers, and that the boots are made under their own immediate superintendence.

A re-delivery of boots once rejected, shall, upon discovery, justify the rejection of the whole delivery.

The decision of the Secretary of State for War to be final.

Patterns to be seen at the War Office, Pall Mall.

Each article named in the specification must bear the name of the contractor and maker by whom it was supplied, in such a manner that it will remain legible as long as the article itself may be in use.

War Office, Pall Mall,
1857.

LINE REGIMENTS—SPECIFICATIONS.

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SPECIFICATION for the Guidance of Persons tendering for the Supply of Scarlet Cloth for Piping Trousers of Serjeants of Infantry Regiments.

Scarlet cloth to weigh 1 lb. 9 oz. per yard.

The cloth to be of a fine scarlet colour, dyed with cochineal, and to be quite equal in colour, quality, weight, and make, and similar to the sealed pattern sample in every particular.

The cloth to measure 54 inches wide between the lists, or be subject to a deduction according to the following scale:—

If 52 inches wide, deduct 2 yards for each 36 yards.
If 52½ „ „ 1¼ „ 36 „
If 53 „ „ ¾ „ 36 „

No cloth will be received under 52 inches in width.

The cloth to be manufactured from new sound wool; and should it be discovered that any portion of a delivery contains "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed, at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice.

Twelve yards of cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of Buttons and Hooks and Eyes for the Clothing of Her Majesty's Infantry Regiments.

Buttons, Iron, 4-hole:—Two descriptions required, the whole to be quite equal and similar to the sealed patterns in every particular.

Hooks and Eyes, Black:—Two sizes required, the whole to be quite equal and similar to the sealed patterns in every particular.

Hooks and Eyes, Gilt:—One description required, to be quite equal and similar to the sealed patterns in every particular.

Thongs, Leather, in Sets:—To be quite equal and similar to the sealed patterns in every particular.

Waistbands, Leather:—To be quite equal and similar to the sealed patterns in every particular.

Wadding, Grey, in Sheets, 6-quarter:—To be quite equal and similar to the sealed patterns in every particular.

The whole of the articles detailed in this specification to be delivered at the army clothing depôt, Weedon, at the expense of the contractor; each package to have the contractor's name and the contents marked on the outside; and all articles rejected by the inspecting

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inspecting officers, to be repacked and removed from the place of inspection, at the contractor's expense, within seven days after notice has been received by the contractor.

If necessary, for the purpose of inspection, a portion of each delivery, not exceeding one per cent. of any of the articles named in this specification, will be liable to be put to such tests as shall destroy the articles tested; and all articles thus destroyed to be replaced by others, of proper quality and pattern, at the expense of the contractor.

The decision of the Secretary of State for War to be final.

The sealed patterns to be seen at the War Office, Pall Mall.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of Trimmings for the Clothing of Her Majesty's Infantry Regiments.

Shalloon, 4-quarter, Black and White:—Black shalloon, one description required; white shalloon, two descriptions required. The whole to be quite equal and similar to the sealed patterns in quality and make. None will be received under 34 inches in width.

Serge, White:—To be quite equal and similar to the sealed pattern in quality and make, and to be not less than 31 inches in width. Each piece of serge to weigh seven ounces per yard.

Alpaca, Black:—To be quite equal and similar to the sealed pattern in quality and make, and not to be less than 34 inches in width.

The whole of the articles detailed in this specification to be delivered at the army clothing depôt, Weedon, at the expense of the contractor; each package to have the contractor's name and the contents marked on the outside; and all articles rejected by the inspecting officers, to be repacked and removed from the place of inspection, at the contractor's expense, within seven days after notice has been received by the contractor.

If necessary, for the purpose of inspection, a portion of each delivery, not exceeding one per cent. of any of the articles named in this specification, will be liable to be put to such tests as shall destroy the articles tested; and all articles thus destroyed to be replaced by others, of proper quality and pattern, at the expense of the contractor.

The decision of the Secretary of State for War to be final.

The sealed patterns to be seen at the War Office, Pall Mall.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of Trimmings for the Clothing of Her Majesty's Infantry Regiments.

Calico, Grey, No. 11:—To be quite equal and similar to the sealed pattern in quality and make, and to be not less than 35 inches wide.

Calico, White, Nos. 2 and 15:—To be quite equal and similar to the sealed patterns in quality and make. No. 2 not to be less than 35 inches wide; No. 15 not to be less than 34 inches wide.

Cotton, Twilled, Black and White:—To be quite equal and similar to the sealed patterns in quality and make, and to be not less than 35 inches wide.

Holland, Brown, Nos. 8 and 9:—To be quite equal and similar to the sealed patterns in quality and make, and to be not less than 34 inches wide.

Holland, Black:—To be quite equal and similar to the sealed patterns in quality and make, and to be not less than 34 inches wide.

Buckram:—To be quite equal and similar to the sealed pattern in quality and make, and to be not less than 33 inches wide.

Canvas, Stay, No. 6 and 10:—To be quite equal and similar to the sealed pattern in quality and make. No. 6 to be not less than 23 inches wide; No. 10 to be not less than 42 inches wide.

Tape, Stay:—To be quite equal and similar to the sealed pattern in quality and make.

The whole of the articles detailed in this specification to be delivered at the army clothing depôt, Weedon, at the expense of the contractor; each package to have the contractor's name and the contents marked on the outside; and all articles rejected by the inspecting officers, to be repacked and removed from the place of inspection, at the contractor's expense, within seven days after notice has been received by the contractor.

If necessary, for the purpose of inspection, a portion of each delivery, not exceeding one per cent. of any of the articles named in this specification, will be liable to be put to such tests as shall destroy the articles tested; and all articles thus destroyed to be replaced by others, of proper quality and pattern, at the expense of the contractor.

The decision of the Secretary of State for War to be final.

The sealed patterns to be seen at the War Office, Pall Mall.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of Lace, Embroidery, &c., for the Clothing of Her Majesty's Infantry Regiments.

Lace, Gold:—To be quite equal and similar to the sealed pattern in quality and make, and to be of the same width as the pattern.

Crowns, Gold:—To be quite equal and similar to the sealed pattern in quality and make, and to be of the same size as the pattern.

Drummers' Gold:—To be quite equal and similar to the sealed pattern in quality and make, and to be of the same size as the pattern.

Bugles, Crossed Gold:—To be quite equal and similar to the sealed pattern in quality and make, and to be of the same size as the pattern.

Straps, Embroidered Gold:—To be quite equal and similar to the sealed pattern in quality and make, and to be of the same size as the pattern.

Serjeants' Colour Badges, Gold:—To be quite equal and similar to the sealed pattern in quality and make, and to be of the same size as the pattern.

Colour Badges for Serjeants of Rifle Corps:—To be quite equal and similar to the sealed pattern in quality and make, and to be of the same size as the pattern.

The whole of the articles detailed in this specification to be delivered at the army clothing depôt, Weedon, at the expense of the contractor; each package to have the contractor's name and the contents marked on the outside; and all articles rejected by the inspecting officers, to be repacked and removed from the place of inspection, at the contractor's expense, within seven days after notice has been received by the contractor.

If necessary, for the purpose of inspection, a portion of each delivery, not exceeding one per cent. of any of the articles named in this specification, will be liable to be put to such tests as shall destroy the articles tested; and all articles thus destroyed to be replaced by others, of proper quality and pattern, at the expense of the contractor.

The decision of the Secretary of State for War to be final.

The sealed patterns to be seen at the War Office, Pall Mall.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of Lace, Embroidery, &c., for the Clothing of Her Majesty's Infantry Regiments.

Lace, Worsted, White, Black, Scarlet, Red:—The scarlet and red lace to be of the best ingrain dye, and quite equal and similar to the sealed pattern in quality and make, and to be of the same width as the pattern.

Lace, Drummers':—To be quite equal and similar to the sealed pattern in quality and make, and to be of the same width and pattern as may be required for each regiment.

Fringe, Drummers':—To be quite equal and similar to the sealed pattern in quality and make, and to be of the same width and colour as may be required for each regiment.

Cord, Worsted:—To be quite equal and similar to the sealed pattern in quality and make, and to be of the same size as the pattern. The colour to be as required for each regiment.

Cord, Black Mohair, Royal Square:—To be quite equal and similar to the sealed pattern in quality and make, and to be of the same size as the pattern.

Buttons, Black netted:—To be quite equal and similar to the sealed pattern in quality and make, and to be of the same size as the pattern.

Shoulder Straps, Embroidered in Worsted:—To be quite equal and similar to the sealed pattern in quality and make, and to be of the same size as the pattern. The dark facings to be worked in white figures, and the white and buff to be worked in red figures.

The whole of the articles detailed in this specification to be delivered at the army clothing depôt, Weedon, at the expense of the contractor; each package to have the contractor's name and the contents marked on the outside; and all articles rejected by the inspecting officers, to be repacked and removed from the place of inspection, at the contractor's expense, within seven days after notice has been received by the contractor.

If necessary, for the purpose of inspection, a portion of each delivery, not exceeding one per cent. of any of the articles named in this specification, will be liable to be put to such tests as shall destroy the articles tested; and all articles thus destroyed to be replaced by others, of proper quality and pattern, at the expense of the contractor.

The decision of the Secretary of State for War to be final.

The sealed patterns to be seen at the War Office, Pall Mall.

War Office, Pall Mall,
1857.

Appendix, No. 2.

SPECIFICATION for the guidance of Persons tendering for the Supply of Silk and Twist for the Clothing of Her Majesty's Infantry Regiments.

Twist, Black, White, Scarlet, Red:

To be quite equal and similar to the sealed patterns in quality and make. Each yard or length of twist to consist of 12 threads.

The black to be the best silk.
The white „ „ China.
The scarlet „ „ ingrain.
The red „ „ legee.

Silk, Sewing, White, Scarlet, Yellow:

Raven to be the best.

To be supplied in equal proportions of Nos. 8, 10, 12, 14, and 16.

White to be the best military.
Scarlet „ „ China.
Yellow „ „ China.

To be supplied in equal proportions of small, middle, and large.

The whole of the articles detailed in this specification to be delivered at the army clothing depôt, Weedon, at the expense of the contractor; each package to have the contractor's name and the contents marked on the outside; and all articles rejected by the inspecting officers, to be repacked and removed from the place of inspection, at the contractor's expense, within seven days after notice has been received by the contractor.

If necessary, for the purpose of inspection, a portion of each delivery, not exceeding one per cent. of any of the articles named in this specification, will be liable to be put to such tests as shall destroy the articles tested; and all articles thus destroyed to be replaced by others, of proper quality and pattern, at the expense of the contractor.

The decision of the Secretary of State for War to be final.

The sealed patterns to be seen at the War Office, Pall Mall.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of Facing and Piping Cloth for Serjeants, Drummers, Musicians, and Privates of Her Majesty's Infantry Regiments and Rifle Corps.

White,
Buff,
Yellow,
Scarlet,
Red,
Blue,
Green,
Purple,
Black.

All the cloth to be quite equal and similar in quality, weight, make, and precisely of the same shade of colour as the sealed pattern sample, as required by each regiment.

The cloth to weigh 1 lb. 8 oz. per yard.

The cloth to be made from new sound wool; and should any portion of a delivery of cloth be found to contain "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected.

The cloth to measure quite 54 inches between the lists, or be subject to a deduction according to the following scale:—

If 52 inches wide, deduct 2 yards for each 36 yards.
If 52½ „ „ 1¼ „ 36 „
If 53 „ „ ¾ „ 36 „

No cloth will be received under 52 inches in width.

All the cloth will be subjected to a test, so as to secure a sound dye; viz.:—

The red to be pure madder.
The scarlet „ cochineal.
The blue „ indigo.
The black „ woaded.
The green „ woaded.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed, at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.

Each

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales so marked as easily to be identified with the invoice.

Twelve yards of the cloth to be sent to Weedon, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

The sealed patterns to be seen at the War Office, Pall Mall.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of Oxford Grey Cloth (India Pattern) for Privates, Drummers, and Buglers of Her Majesty's Infantry Regiments of the Line.

Oxford grey cloth (E. I. pattern) for trousers of privates and drummers to weigh 1 lb. 8 oz. per yard.

The cloth to be woaded colour, kersey wove, and shrunk.

The cloth to be quite equal in colour, quality, weight, and make, and to be similar to the sealed pattern sample in every particular.

The cloth to be made from new sound wool; and should any portion of a delivery of cloth be found to contain "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected.

The cloth to be quite 54 inches within the lists, or subject to a deduction according to the following scale:—

If 52 inches wide, deduct	2	yards	for each	36	yards.
If 52½ „ „	1¼	„	„	36	„
If 53 „ „	¾	„	„	36	„

No cloth will be received under 52 inches in width.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed, at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice.

Twelve yards of cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of Oxford Grey Cloth for Privates, Drummers, and Buglers of Her Majesty's Infantry Regiments of the Line.

Oxford grey cloth, for trousers of privates, buglers, and drummers, to weigh 1 lb. 10 oz. per yard.

The cloth to be woaded colour, kersey wove, and shrunk.

The cloth to be quite equal in colour, quality, weight, and make, and to be similar to the sealed pattern sample in every particular.

The cloth to be made from new sound wool; and should any portion of a delivery of cloth be found to contain "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected.

The cloth to be quite 54 inches within the lists, or subject to a deduction according to the following scale:—

If 52 inches wide, deduct	2	yards	for each	36	yards.
If 52½ „ „	1¼	„	„	36	„
If 53 „ „	¾	„	„	36	„

No cloth will be received under 52 inches in width.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed, at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice.

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Twelve yards of cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of Scarlet Cloth for Tunics of Serjeants of Her Majesty's Infantry Regiments of the Line.

Scarlet cloth for serjeants' tunics to weigh 1 lb. 8 oz. per yard.

The cloth to be of fine scarlet colour, all cochineal dye, and dyed through and through.

The cloth to be quite equal in colour, quality, weight, and make, and to be similar to the sealed pattern sample in every particular.

The cloth to be made of new sound wool; and should it be found that any portion of a delivery of cloth contains "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected.

The cloth to be quite 54 inches between the lists, or subject to a deduction according to the following scale:—

If 52 inches wide, deduct	2	yards	for each	36	yards.
If 52 ½	„	„	1 ½	„	36 „
If 53	„	„	¾	„	36 „

No cloth will be received under 52 inches in width.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed, at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice.

Twelve yards of the cloth to be sent to Weedon, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of Red Cloth for Tunics for Privates and Drummers of Her Majesty's Infantry Regiments of the Line.

Red cloth for tunics of privates and drummers to weigh 1 lb. 9 ½ oz. per yard.

The cloth to be dyed through and through with pure madder dye.

The cloth to be quite equal in colour, quality, make, and weight, and similar to the sealed pattern in every particular

The cloth to be made from new sound wool; and should any portion of a delivery be found to contain "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected

The cloth to be quite 54 inches between the lists, or subject to a deduction according to the following scale:—

If 52 inches wide, deduct	2	yards	for each	36	yards.
If 52 ½	„	„	1 ½	„	36 „
If 53	„	„	¾	„	36 „

No cloth will be received under 52 inches in width.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed, at the contractor's expense, from the place of inspection, within seven days after the notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified by the invoice.

Twelve yards of cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of Oxford Grey, Doeskin, or Cassimere for Trousers of Staff Serjeants and Band Masters of Her Majesty's Infantry Regiments of the Line.

Oxford grey, doeskin, or cassimere for trousers of staff serjeants and band masters to weigh 13 oz. to 14 oz. per yard.

The Oxford grey, doeskin, or cassimere to be woaded colour.

The cloth to be quite equal in colour, quality, weight, and make, and to be similar to the sealed pattern sample in every particular.

The cloth to be made from new sound wool; and should any portion of a delivery of cloth be found to contain "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected.

The Oxford grey, doeskin, or cassimere to be quite 28 inches wide within the lists, or subject to a deduction according to the following scale:—

If 27 inches wide, deduct 1 yard for each 36 yards.
If 27½ „ „ ½ „ 36 „

No cloth will be received under 27 inches in width.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed, at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice.

Twelve yards of cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

If necessary, for the purpose of inspection, a portion not exceeding nine inches square, will be cut on near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of Scarlet Cloth for Tunics of Staff Serjeants of Her Majesty's Infantry Regiments of the Line.

Scarlet cloth for tunics of staff serjeants to weigh 1 lb. 4 oz. per yard (58 inches wide).

The cloth to be of fine scarlet colour, all cochineal dye, and dyed through and through.

The cloth to be quite equal in colour, quality, weight, and make, and to be similar to the sealed pattern sample in every particular.

The cloth to be made from new sound wool; and should any portion of a delivery of cloth be found to contain "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected.

The cloth to measure 58 inches within the lists.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed, at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice.

Twelve yards of cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall-mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of White Cloth for Tunics of Musicians of Her Majesty's Infantry Regiments of the Line.

White cloth for musicians' tunics to weigh 1 lb. 8 ¼ ounces per yard.

The cloth to be quite equal in colour, quality, make, and weight, and to be similar to the sealed pattern sample in every particular.

The cloth to be made of new sound wool; and should it be found that any portion of a delivery of cloth contains "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected.

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The cloth to be quite 54 inches between the lists, or subject to a deduction according to the following scale:

If 52 inches wide, deduct	2	yards	for each	36	yards.
If 52 ½	„	„	1 ¼	„	36 „
If 53	„	„	¾	„	36 „

No cloth will be received under 52 inches in width.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed, at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice.

Twelve yards of each description of cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of Oxford Grey Cloth for Trousers of Serjeants and Musicians of Her Majesty's Infantry Regiments of the Line.

Oxford grey cloth for trousers of serjeants and musicians to weigh 1 lb. 10 ounces per yard.

The cloth to be kersey wove and woaded colour.

The cloth to be quite equal in colour, quality, make, and weight, and to be similar to the sealed pattern sample in every particular.

The cloth to be made of new sound wool; and should it be found that any portion of a delivery of cloth contains "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected.

The cloth to be quite 54 inches between the lists, or subject to a deduction according to the following scale:—

If 52 inches wide, deduct	2	yards	for each	36	yards.
If 52 ½	„	„	1 ¼	„	36 „
If 53	„	„	¾	„	36 „

No cloth will be received under 52 inches in width.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed, at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice.

Twelve yards of the cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of White Cloth for Tunics of Band Masters of Her Majesty's Infantry Regiments of the Line.

White cloth for tunics of band masters to weigh 1 lb. 4 oz. per yard (58 inches wide).

The cloth to be quite equal in colour, quality, weight, and make, and to be similar to the sealed pattern sample in every particular.

The cloth to be made from new sound wool; and should any portion of a delivery of cloth be found to contain "woollen waste" or "shoddy," or anything else than new wool, the whole delivery will be rejected.

The cloth to measure 58 inches within the lists.

The cloth to be delivered at Weedon free of expense; and all cloth that may be rejected by the inspecting officer, to be repacked and removed, at the contractor's expense, from the place of inspection, within seven days after notice has been received by the contractor.

Each

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice.

Twelve yards of cloth to be sent to Weedon, as a sample, for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and be put to such tests as shall destroy the portion tested.

War Office, Pall Mall,
1857.

SPECIFICATION for the guidance of Persons tendering for the Supply of Sewing Thread for the Clothing of Her Majesty's Infantry Regiments.

Thread, Sewing—Whited Brown, Red, Black:
To be quite equal and similar to the sealed patterns in quality and make, of the description termed No. 30 A.

The above articles to be delivered at the army clothing depôt, Weedon, free of expense; and any portion that may be rejected by the inspecting officer, to be repacked and removed, at the contractor's expense, within a week after notice has been received by him.

All the packages containing articles sent for inspection to have the contractor's name and the contents of each marked on the outside, so as easily to be identified with the invoice.

The decision of the Secretary of State for War to be final.

War Office, Pall Mall,
1857.

SPECIFICATION and Memoranda to be attended to by the Contractor in the Supply of Boots for the Army.

No. of Pattern.	BOOTS, ANKLE, INFANTRY REGULATION.

With two laces, each 18 inches long, to each pair of boots. To be delivered in sizes assorted for every 100 pairs; viz.

No. 5 size	2 pairs.
No. 6 „	6 „
No. 7 „	20 „
No. 8 „	45 „
No. 9 „	20 „
No. 10 „	5 „
No. 11 „	2 „
	100

The size to be marked upon the outsole or inside of the quarter.

To be delivered clean, in good condition, and to be fresh manufactured and dry.

The soles to extend under the heel not less than one inch, and no neck soles will be received.

No runners or lifts in the soles or any pieced insoles will be accepted.

The sowing seam of the insole to have four stitches to the inch, the stitching seam to have eight stitches to the inch.

The hemp to be of the best quality and well waxed.

The edges of the soles and heels are not to be blacked or heel-balled, but to be left brown.

Appendix, No. 2.

No. of Pattern.	Boots, Ankle, Infantry Regulation—*continued.*
	The boots to be internally free from pegs or nails.
	The insoles to be composed of crop shoulder insoles, English tannage.
	The bottom fillings to be composed of wax offal, and no currier's shavings to be introduced.
	The pattern being No. 8 size, the other sizes are to be full fitting in proportion thereto; the heels to be well cleaned out.
	A portion of the boots will be cut open to ascertain that they are made in a proper manner, and should they be found inferior to the pattern, or not conformable to this specification, the contractor is to take back the whole of the delivery to which they belong, together with those which have been cut open.
	On the examination of 200 pairs, taken indiscriminately from the piles of any delivery, should one-fourth of the quantity be found inferior to the pattern, or contrary to this specification, the whole will be rejected.
	All rejected boots shall be removed at the expense of the contractor.
	Parties tendering will be required to give satisfactory evidence that they themselves are the manufacturers, and that the boots are made under their own immediate superintendence.

War Department, Pall Mall,

Specification to be attended to by Persons tendering for the Supply of Grey Kersey Cloth for Great Coats of Privates of Her Majesty's Infantry Regiments.

Grey cloth, kersey wove, to weigh not less than 1 lb. 8½ oz. per yard of 36 inches.

The mixture to be uniform, and as near as possible the shade of the sealed pattern; the black wool to be of sound dye.

The lists to be yellow, and to contain only eight threads of warp in each.

The cloth to be delivered perfectly clean, and free from soap, thoroughly dry and shrunk.

The cloth to be made from new sound wool. If it be discovered to contain any portion of wool made from woollen rags, known as "mungo" or "shoddy," or any other than new wool, the whole supply will be rejected.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut out near the end of each piece of cloth, and put to such tests as shall destroy the portion tested.

The cloth to be quite 54 inches wide between the lists; should any be less than 53 inches wide it will be rejected, and any that may be 53 inches wide and under 54 inches will be accepted, with a deduction of one yard for every 36 yards so deficient.

Each piece of cloth to have the length marked on a lead seal, as also the contractor's name, and the bales marked, so as easily to be identified with the invoice.

The cloth to be delivered at the army clothing depôt, Weedon, free of expense; and all rejected cloth to be repacked and removed from the place of inspection, at the contractor's expense, within seven days after notice has been received by him.

A piece of cloth not less than twelve yards in length to be sent to Weedon for comparison with the sealed pattern, previous to the whole supply being delivered.

The decision of the Secretary of State for War to be final.

The sealed patterns to be seen at the War Office, Pall Mall.

War Office, Pall Mall,
1857.

Appendix, No. 2.

SPECIFICATION and Memoranda for the guidance of Persons tendering for the Supply of Blue Serge for Trousers of Serjeants, Musicians, and Rank and File of Her Majesty's Infantry Regiments.

Blue milled serge to be wool-dyed with sound indigo dye, to weigh 16½ oz. per yard of 36 inches.

To measure 54 inches wide; none measuring less than 53 inches will be accepted.

The above serge to be quite equal in colour, quality, weight, and make, and similar in every respect to the sealed pattern sample.

The warp to consist of good two-fold worsted yarn, with three threads of red in each list.

The above to be delivered at Weedon free of expense; and any portion that may be rejected, to be repacked and removed from the place of inspection, at the contractor's expense, within seven days after notice has been received by him.

If necessary, for the purpose of inspection, a portion, not exceeding nine inches square, will be cut from each piece of serge, and put to such tests as shall destroy the portion tested.

The contents to be marked on the outside of each bale or package, and so as easily to be identified with the invoice.

The decision of the Secretary of State for War to be final.

Patterns to be seen at the War Office, Pall Mall.

War Office, Pall Mall,
1857.

SPECIFICATION and Memoranda to be attended to by Contractors in the making up of Tunics and Trousers for Her Majesty's Infantry Regiments.

The cloth will be issued from the army clothing depôt, Weedon; and the garments, when made up, will have to be delivered at that depôt, in the proportion of 5,000 suits per month, from the date the cloth was received by contractor.

Persons whose tenders are accepted will be at the expense of removing the cloth from Weedon to the place where it is to be made up, and will have to return to Weedon, at their own expense, the garments when made up.

Tradesmen tendering will have to furnish the facings, trimmings, linings, and garniture according to sealed patterns; the cloth (exclusive of facing cloth) and button-washers will be issued to them from Weedon.

The tunics are to be made up in sizes corresponding with the scale appended hereunto; the size of each tunic to be accurately marked thereon, and the work must be in every respect good, and equal to that of the sealed patterns.

The trousers must in like manner be made up in sizes corresponding with the scale of measurements herewith; they must be in every respect equal in work to the sealed patterns, and have crutch linings.

The attention of persons tendering is particularly called to the workmanship of the sealed patterns.

Should improper cutting or work render either the tunics or trousers unfit for the service, the value of the cloth to be charged to the contractors, with such extra charge as may be considered by the Director-general of Army Clothing necessary to cover any expense which may be caused by the default of the contractor.

In forwarding the clothing, when made up, to Weedon, each regiment must be complete.

The decision of the Director-general of Army Clothing to be final.

No claim will be entertained on account of the bales or cases in which the clothing is to be delivered, which will become the property of the public; and it is indispensable that the clothing of every regiment shall be delivered at Weedon separately, and that the number of the regiment for which it is intended be marked legibly on the outside of each bale or case.

War Department, Pall Mall,
30 July 1856.

Appendix, No. 2.

Scale of Sizes for Tunics for a Regiment of 800 Men.

Height.	Number.	Breast.	Waist.
5 feet 5 inches -	10	36	31
	10	37	32
	15	38	33
	10	39	34
	5	40	35
	50		
5 feet 6 inches -	10	36	31
	10	36	32
	10	37	32
	15	37	33
	5	37	34
	10	38	32
	20	38	33
	15	38	34
	10	38	35
	10	39	33
	20	39	34
	10	39	35
	5	40	34
	10	40	35
	5	40	36
	5	41	36
	170		
5 feet 7 inches -	5	36	31
	10	36	32
	10	37	32
	10	37	33
	10	37	34
	10	38	32
	20	38	33
	30	38	34
	10	38	35
	20	39	33
	30	39	34
	10	39	35
	5	39	36
	10	40	34
	10	40	35
	10	40	36
	5	40	36
	5	40	37
	220		
5 feet 8 inches -	10	36	31
	10	37	32
	10	37	33
	10	38	33
	20	38	34
	20	39	33
	40	39	34
	20	39	35
	10	40	34
	10	40	35
	10	40	36
	10	41	37
	180		
5 feet 9 inches -	10	38	33
	10	38	34
	10	39	33
	20	39	34
	10	39	35
	10	40	35
	10	40	36
	80		
5 feet 10 inches -	5	38	34
	10	39	35
	15	40	35
	10	41	35
	10	41	36
	50		
5 feet 11 inches -	5	39	34
	10	40	35
	10	41	36
	5	41	37
	30		
6 feet - - -	5	40	34
	5	40	35
	5	41	36
	5	41	37
	20		

Recapitulation.

Height of Men.	Number of each Size.
5 feet 5 inches - - - - - -	50
5 „ 6 „ - - - - -	170
5 „ 7 „ - - - - -	220
5 „ 8 „ - - - - -	180
5 „ 9 „ - - - - -	80
5 „ 10 „ - - - - -	50
5 „ 11 „ - - - - -	30
6 „ - - - - - -	20
Total - - -	800

Scale of Sizes for Trousers for a Regiment of 800 Men. Appendix, No. 2.

——	Number.	Waist.	Leg.
5 feet 5 inches -	10	31	31½
	10	32	31½
	15	33	31½
	10	34	31½
	5	35	31½
	50		
5 feet 6 inches -	10	31	31½
	30	32	31½
	45	33	31½
	45	34	31½
	30	35	31½
	10	36	31½
	170		
5 feet 7 inches -	10	31	31¾
	30	32	31¾
	50	33	31¾
	80	34	31¾
	30	35	31¾
	15	36	31¾
	5	37	31¾
	220		
5 feet 8 inches -	10	31	32
	10	32	32
	40	33	32
	70	34	32
	30	35	32
	10	36	32
	10	37	32
	180		
5 feet 9 inches -	15	33	32½
	30	34	32½
	20	35	32½
	10	36	32½
	5	37	32½
	80		
5 feet 10 inches -	15	34	33
	20	35	33
	10	36	33
	5	37	33
	50		
5 feet 11 inches -	5	34	33¾
	10	35	33¾
	10	36	33¾
	5	37	33¾
	30		
6 feet - - -	5	34	34½
	5	35	34½
	5	36	34½
	5	37	34½
	20		

Recapitulation.

Height of Men.	Number of each Size.
5 feet 5 inches - - - - - -	50
5 „ 6 „ - - - - - -	170
5 „ 7 „ - - - - - -	220
5 „ 8 „ - - - - - -	180
5 „ 9 „ - - - - - -	80
5 „ 10 „ - - - - - -	50
5 „ 11 „ - - - - - -	30
6 „ - - - - - - -	20
Total - - -	800

Appendix, No. 2.

REGULATIONS for the Provision of Clothing, Necessaries, Appointments and Accoutrements for the Army.

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WHEREAS it has been found expedient to revise the several Warrants regarding the Provision of Clothing, Necessaries, Appointments, and Accoutrements for our Army, Our Will and Pleasure is, that from and after the date hereof, these Our Royal Warrant and Regulations, to be administered and interpreted by one of Our Principal Secretaries of State, shall be the sole and standing authority upon the matters therein contained.

Appendix, No. 2.

REGULATIONS for the Provision of Clothing, Necessaries, Appointments, and Accoutrements for the Army.

1. The following Regulations shall invariably be observed, except in any case of urgent and unavoidable necessity, which shall be immediately reported to the General Commanding in Chief for Her Majesty's consideration; and if any officer shall direct or knowingly permit any variation whatever from the sealed patterns of clothing and other articles without the authority of the General Commanding in Chief, or any deviation from the rules herein laid down, without special sanction communicated through the Secretary of State for War, such officer shall for each offence be amenable to a court martial, and shall receive such punishment as the court may award.

The standard patterns which have been approved by Her Majesty will be deposited at the War Office; and whenever it is necessary to send patterns to regiments they will be sealed by the authority of the inspecting officer acting under the orders of the General Commanding in Chief.

2. Every staff-sergeant, sergeant, corporal, bombardier, trumpeter, gunner and driver, artificer, drummer, and private belonging to a corps on the 1st of April, shall on that day, if possible, be provided with complete clothing, consisting of the articles to be furnished to him according to the following Regulations.

3. The articles to be furnished to each man are as follows:—

Heavy Cavalry.

One helmet	Every sixth year.
One tunic	Annually.
One pair overalls	Annually.

Light Dragoons.

One cap complete	Quadrennially.
One tunic	Annually.
One pair overalls	Annually.
One cap cover	Biennially.

Hussars.

One busby complete	Quadrennially.
One tunic	Annually.
One pair of overalls	Annually.
One cap cover	Biennially.

Lancers.

One cap complete	Quadrennially.
One tunic	Annually.
One pair of overalls	Annually.
One cap cover	Biennially.

The kettle drummer of the Third Light Dragoons is clothed as a sergeant.

Royal Horse Artillery and Riding Troop.

One busby	Quadrennially.
One dress jacket	Annually.
One pair overalls	Annually.
One pair boots	Annually.
One pair leather gloves	Annually.
One pair spurs	Biennially.

Royal Artillery.

One busby	Quadrennially.
One tunic	Annually.
One pair trousers	Annually.
One pair boots	Annually.

Except when stationed at Ceylon, Hong Kong, Mauritius, St. Helena, and the West Indies (Bermuda excepted), in which cases the following rule will be observed in the issue of clothing:—

Busby	Quadrennially.
Tunic and cloth trousers	Biennially.
Undress jacket and two pairs of serge trousers	Biennially.
One pair boots	Annually.

In the years in which the tunic is not issued compensation in money for the difference will be granted to each man, to be expended by the officer commanding for the benefit of the soldier in such articles as may be best suited to the climate. The compensation is fixed at 1 *l.* 10 *s.* for sergeants, and 4 *s.* for rank and file; the money to be charged in the contingent accounts, supported by a certificate as directed for regiments of infantry serving at the stations above named.

Gun Lascars attached to Royal Artillery.

One cap	Biennially.
One tunic	Biennially.
One pair of trousers	Biennially.
One undress jacket	Biennially.
Two pairs of serge trousers	Biennially.
Nine shillings and sixpence in money in lieu of boots	Annually.

And compensation in money in the years in which the tunic is not issued, the same as for Royal Artillery.

Gentlemen Cadets.

One busby, with plume, every four years.

Yearly.

Summer.	Winter.
One tunic.	One forage cap.
One pair trousers.	One tunic.
	One pair trousers.

Requisitions

Appendix, No. 2.

Requisitions for clothing to be forwarded by the Governor of the Royal Military Academy to the Secretary of State for War, four months before it is required for wear.

The summer clothing is to be supplied by the 25th January, and the winter clothing by the 25th July, and taken into wear on 1st March and 1st September.

Every cadet is to receive, in addition to the suit of clothes furnished by his friends on appointment, a summer or winter suit, as the case may require, and for which he is to be charged 6 *d.* a day, from the commencement of the half year, viz., 1st January or 1st July, to the date of appointment. The stoppage previous to appointment is to be credited in the abstract of the Cadet Company.

Royal Engineers.

Uniform.		Working Dress.	
One tunic	Yearly.	One working jacket	Yearly.
One pair trousers	Yearly.	One pair working trousers	Yearly.
One busby	Every four years.	One pair working boots	Yearly.
One pair of boots	Yearly.		

Except when stationed at Ceylon, Hong Kong, Mauritius, St. Helena, and the West Indies (Bermuda excepted), in which cases the following rule will be observed in the issue of clothing:—

The uniform clothing and boots will be issued yearly as at other stations.

The boots belonging to the working dress will be issued yearly as at other stations.

The working dress will be issued biennially, and in the year in which it is not issued, compensation in money at the rates laid down in par. 31 shall be paid to the men at the commencement of the military year, or expended in such articles as may be best suited to the climate. This compensation must be charged in the contingent accounts, supported by a certificate of the officer commanding as to the number who have received the same.

Foot Guards.

A bear-skin cap complete	Once in six years.
One tunic	Annually.
One waistcoat	Annually.
One pair of trousers	Annually.
One pair of boots	Annually.
A pair of buckskin or doeskin gloves for sergeants only	Annually.
One silk sash for staff serjeants One worsted sash for sergeants	Every four years.

For all Regiments of the Line and Rifle Corps serving at Home, Gibraltar, Mediterranean, North America, Bermuda, Cape of Good Hope, New Holland, and Van Diemen's Land.

One tunic	Annually.
One pair of cloth trousers	Annually.
One chaco complete	Biennially.*
Boots,—sergeants, each two pairs, other ranks, each one pair	Annually.
One silk sash for staff serjeants One worsted sash for serjeants	Every four years, (except in rifle regiments).

Highland Regiments:

Regiments wearing the Kilt.		Highland Regiments wearing the Trews, and Chaco or Feather Bonnet.	
One coat One waistcoat with sleeves One pair of shoes	Annually.	A coat A waistcoat with sleeves A pair of boots	Annually.
One bonnet, every eight years.		One pair of trews	
One kilt, every two years.		One cloth chaco, every four years.	
One plaid, every three years.		One bonnet, every eight years in regiments wearing the bonnet.	
One silk sash for staff sergeants One worsted sash for sergeants	Every four years.	One silk sash for staff sergeants One worsted sash for sergeants	Every four years.

Highland

* To last three years in North America. *See* par. 61.—Light Infantry and Fusileer Regiments will be supplied with plumes every four years.

Appendix, No. 2.

Highland corps, when serving in the East Indies, Ceylon, Mauritius, or St. Helena, shall receive the same clothing as at other stations, with the exception of the coat, which is to be supplied biennially; and, in the alternate years, the soldier shall receive the regulated compensation for the same, according to the rates hereinafter provided.

This compensation shall be paid to the soldier at the commencement of the military year, and charged in the contingent accounts.

Regiments of Foot serving in the East Indies, Ceylon, Mauritius, St. Helena, Hong Kong.

A chaco complete A tunic A shell jacket in the year in which tunics are not supplied	Biennially.	A pair of cloth trousers A pair of boots	Annually.
		One silk sash for staff sergeants One worsted sash for sergeants	Every four years.

On the before-named stations, serjeants being provided with one pair of boots annually instead of two pairs, as at other stations, and the non-commissioned officers and men being likewise provided with a tunic biennially, and with shell jackets in the alternate years, the following rates of compensation will be paid to the non-commissioned officers and men, in lieu of the articles short issued:

In the year in which tunics are not issued:	s.	d.	In the year in which tunics are supplied:	s.	d.
Sergeants	17	6	Sergeants, in lieu of one pair of boots	8	–
Privates	12	–			

These sums shall in all cases be laid out abroad, under the direction of the commanding officer of each regiment, in such articles of clothing for the men as he may deem best adapted to the climate.

The payments in money are to be charged in the contingent accounts, supported by the following certificate as a voucher:

"We certify that articles of clothing to the amount of 17 *s.* 6 *d.* for each sergeant, and 12 *s.* for each man of other ranks, have been actually delivered to the numbers of each rank under-mentioned respectively for the year ending 31st March 18 .

"Sergeants of all ranks, corporals, drummers, and privates.

Dated at
Signed at

Officer commanding.
Adjutant.
Quartermaster."

Regiments serving in the West Indies (except Bermuda), including Rifle Corps and Regiments composed of people of colour.

A chaco complete		Biennially.
One tunic		Annually.
One pair serge trousers		
Boots	Sergeants, each 2 pairs	
	Other ranks, each 1 pair	
Cotton socks	Sergeants, each 3 pairs	
	Other ranks, each 2 pairs	
One silk sash for staff sergeants		Every four years, excepting Rifles.
One worsted sash for sergeants		

Ceylon Rifle Regiment.

A chaco complete for the European non-commissioned officers and the Malay companies		Biennially.
A dress jacket An undress jacket A pair of trousers	For the European non-commissioned officers.	Annually.
A dress jacket An undress jacket A pair of trousers	For Native non-commissioned officers and men.	Biennially at Ceylon. Annually at Hong Kong.

Twelve shillings in money to each sergeant, and 8*s.* to each soldier of other ranks annually, in lieu of boots, to be charged in the contingent accounts, supported by the usual certificate.

Cape

Cape Mounted Riflemen.

A chaco complete and cap cover	Biennially.
One tunic	Biennially.
One stable jacket	Biennially.
A flannel waistcoat	Biennially.
Two pairs of gloves	Biennially.
A pair of boots and spurs	Biennially.
A pair of overalls	Annually.

West India Regiments and Gold Coast Corps.

One fez and two turban cloths	Biennially.
One pair leather leggings	Biennially.
One jacket	Annually.
One waistcoat	Annually.
One pair Turkish trousers	Annually.
One pair sandalas	Annually.

Royal Malta Fencibles.

A chaco complete	Triennially.
A tunic	Triennially.
A pair of cloth trousers	Every 18 months.
Boots: Sergeants, each in lieu of two pairs, 16*s.*	Every 18 months to be charged in the contingent accounts, supported by the usual certificate.
Boots: Other ranks, each in lieu of one pair, 8*s.*	Every 18 months to be charged in the contingent accounts, supported by the usual certificate.
One silk sash for staff sergeants	Every four years.
One worsted sash for sergeants	Every four years.

Hospital Corps.

The non-commissioned officers and men of this corps will receive the following articles of clothing:

Non-commissioned officers:

1 cap, every two years.
1 tunic, yearly.
1 pair of trousers, yearly.
2 pairs of boots, yearly.

Privates:

1 cap, every two years.
1 tunic, yearly.
1 pair of trousers, yearly.
1 pair of boots, yearly.

Requisitions for the clothing must be forwarded annually to the Secretary of State for War, through the Director-general of the Army Medical Department.

As regards compensation, contingent accounts, and nominal clothing returns, the same rules are to be observed as in the infantry of the line. Full instructions for the same will be found under the proper head.

Military Train.

Non-commissioned officers and men of the military train will receive—

1 cap	Quadrennially.
1 tunic	Annually.
1 pair overalls	Annually.

Enrolled Pensioners.

Sergeants of the permanent staff will receive yearly—

1 cap.
1 tunic.
1 pair of trousers.
1 silk sash every four years.

Enrolled pensioners of all ranks will receive every seven years—

1 cap.
1 tunic.
1 pair of trousers.

The clothing will be supplied, upon requisitions forwarded annually, from the several districts to the Military Superintendent of Pensioners, War Office, who is to embody the same in a general statement of the total quantities required for the year.

Clothing which has been in wear the prescribed period becomes the property of the pensioners, provided they have attended for training the required number of days in each year.

Compensation in lieu of clothing may be granted to the permanent staff upon the certificate of the staff officer, that the clothing in their possession is sufficiently good for the service of the year.

When compensation to the permanent staff is authorised, the following rates are to be allowed:

	For one Year. £. *s.* *d.*
Cap	– 10 –
Tunic	1 13 –
Trousers	– 15 –
	£. 2 18 –

Appendix, No. 2.

The sums paid as compensation must be charged in the accounts of the staff officers of the respective pension districts.

Recruiting Dictricts.

7. Staff and extra-staff sergeants of recruiting districts are entitled to the same description of clothing as the infantry of the line, and will be supplied according to their respective ranks upon requisitions forwarded yearly to the Secretary of State for War by the inspecting field officer.

As regards compensation for clothing not issued in kind, they will come under the same regulations as the infantry of the line.

School of Musketry.

The permanent staff of the School of Musketry are to receive the following articles :—

1 chaco every two years. 1 tunic 1 pair trousers 2 pair boots	Annually.	1 silk sash for staff sergeants 1 worsted sash for sergeants	Every 4 years.

The clothing will be supplied upon requisitions forwarded to the Secretary of State for War by the Commandant.

Such non-commissioned officers as are attached to regiments will be clothed with the regiment to which they are attached, and the clothing must be demanded accordingly.

4. The clothing of infantry corps will be supplied upon requisitions and size rolls, according to the prescribed forms.

The requisitions and size rolls are to be addressed to the Secretary of State for War, War-office, London, and are to be signed by the officer commanding the regiment or corps, who will be held responsible that the forms of requisition and size roll are strictly adhered to in every instance, and that the columns showing the effective strength of the regiment in non-commissioned officers and men, and those showing the quantities of clothing in store and required for the year, are properly filled up; also that the size roll is filled up with the information requisite to enable the contractors to make the garments of the proper size.

5. The clothing for infantry corps must be demanded, and will be supplied, made up, and complete, with the exception of the staff sergeants, namely, sergeant-major, quartermaster sergeant, drum-major, and five suits per company, which may be demanded in materials.

Such suits as are supplied in materials will be made up in the regiment under the direction of the master tailor.

The prices allowed for making such suits as may be sent in materials are as follows :—

Infantry.

		s.	d.			s.	d.
Staff sergeants	Tunic	8	6	Band	Tunic	5	–
	Trousers	3	–		Trousers	1	1
Sergeants	Tunic	5	–	Drummers	Tunic	5	–
	Trousers	1	1		Trousers	1	–
Privates	Tunic	3	6				
	Trousers	1	–				

The sums expended for making up the clothing sent in materials are to be charged in the contingent accounts, alluded to in par. 25, 26, 27, 28, and 29, supported by vouchers.

When clothing for the cavalry is made up at the head quarters or depôt of a regiment, under authority given by the Secretary of State, the following rules will be observed :—

Requisitions for the yearly supply of clothing are to be addressed to the Secretary of State for War, in duplicate, and are to be made upon the authorised form, which is to be carefully filled up, showing the numbers to be clothed, and the total quantities of materials required.

An allowance in money, according to the regulated scale, will be made, to enable the officer commanding to carry out arrangements for having the garments made up.

A demand for an advance of money should be forwarded to the Secretary of State for War, at the same time as the requisition for the yearly supply of clothing, according to circulars of 1st February 1856, $\frac{2D}{44}$, and 26th May 1856. General, No. $\frac{700}{653}$, and upon the Form, W.D. 1,011 A.

The sums allowed for making up the garments are to be charged in the contingent accounts.

6. The clothing of corps shall be packed and despatched to the several stations at such periods as will ensure its arrival in time to be taken into wear on the 1st April of every year.

7. Requisitions

7. Requisitions for the yearly supply of clothing are to be sent from the regiments as follows:—

From regiments serving in—

Bengal - - -	18 months before the clothing is due to the men.
Madras - - -	12 months before the clothing is due to the men.
Bombay - - -	
Ceylon - - -	
Australian Colonies -	
China - - -	
Mauritius - - -	
Cape of Good Hope and West Coast of Africa	
North America, West Indies, and Bermuda	10 months before the clothing is due.
Mediterranean - -	8 months before the clothing is due.
Great Britain, Ireland, and Channel Islands	7 months before the clothing is due.

The times for sending in the yearly requisitions must be strictly adhered to; and in cases where uncontrollable circumstances may occasion any delay in forwarding them, a special report of the same must be made by the officer commanding the regiment or corps to the Secretary of State for War.

8. When the clothing of a regiment or corps arrives at the place where the troops are stationed, it is to be immediately inspected by a regimental Board, and the proceedings are to be forwarded in duplicate by the officer commanding to the Secretary of State for War through the Adjutant General.

Sealed patterns of each article will be sent to the head quarters of regiments and depôts, to enable the Board to compare the supply of clothing with the same.

In the event of any deficiencies in or damage to the articles received, or their not being equal to sealed pattern in materials or workmanship, a statement of the same is to be made in the report of the Board; and the officer commanding should state for the information of the Secretary of State for War what he recommends should be done with damaged articles, and whether he considers it necessary that they should be replaced.

The report of the proceedings of the Board of officers must in all cases be entered in the regimental books, in order that there may be a proper record of the same.

9. The officer commanding is to make a report and forward the same in duplicate through the Adjutant General at the end of the military year, stating his opinion as to the quality of the clothing supplied, and whether it has worn well; he should specify any defects either in quality or make, to which he may think it advisable to call the attention of the Secretary of State for War.

10. The clothing of the infantry being made upon a size roll, and a proportion sent in materials, it is anticipated that alterations will seldom be required; but if some alterations should still be necessary, the actual and unavoidable expense, not exceeding 1 *s.* per suit for all ranks, shall be defrayed in equal proportions by the public and by the soldier.

The sum thus to be paid by the public shall be charged in the contingent accounts, supported by a voucher, signed by the commanding officer, stating the number of suits that required and received alteration, and the sum actually expended in the service and chargeable to the public.

11. When clothing is received at the head quarters of a regiment, the officer commanding will take the best measures for forwarding it to the detachments, wherever they may be stationed. The expense incurred for carriage must be charged in the contingent accounts, supported by vouchers.

Claims of Soldiers on account of Clothing.

12. Recruits in the heavy and light cavalry shall be dealt with as follows:—

If finally approved in the first quarter of the military year, they shall receive complete new clothing.

If finally approved in the second quarter, namely, between 1st July and 30th September, they shall, if possible, receive complete part-worn clothing equal to that in wear by the rest of the corps, or such part-worn articles as may be in store and the remainder new; should there be no part-worn clothing in store, they shall receive complete new clothing, to last till 31st March ensuing.

If finally approved in the third quarter, namely, between the 1st October and 31st December, they shall, if possible, receive complete part-worn clothing, equal to that in wear by the rest of the corps, or a part-worn tunic and new overalls; should there be no part-worn clothing to enable the officer commanding to adjust the case of a recruit as above stated, he shall receive complete new clothing to last till the expiration of the ensuing military year, and he shall be entitled in addition to two compensation articles, namely, unstrapped overalls and boots. These compensation articles shall be issued to the soldier when the officer commanding considers that he is in need of one or both of them; the cost thereof will be charged in the contingent accounts.

Appendix, No. 2.

Recruits finally approved in the fourth quarter, namely, between the 1st January and 31st March, are to receive complete part-worn clothing, should there be any in store, otherwise new clothing complete, to last to the end of the ensuing military year, and in addition one compensation article, namely, unstrapped overalls or boots, to be issued to them when the commanding officer considers they are required; the cost thereof to be charged in the contingent accounts.

Part worn helmets, caps or busbies (should there be any in store) shall in all cases be issued to recruits.

13. Recruits joining the Royal Horse Artillery will receive an issue of clothing as follows: —

If finally approved between 1st April and 30th September :—

One new dress jacket. One new pair of overalls.	One new pair gloves.

Between 1st October and 31st December :—

One new dress jacket.	One new pair of overalls.

Between 1st January and 31st March :—

Part-worn jacket and overalls, should there be any in store, or one pair of new overalls if there should be no part-worn articles available. The recruit finally approved in this last quarter will receive no other clothing until the 1st April following.

14. Every recruit joining the Royal Artillery shall be supplied with clothing as follows:—

If finally approved between 1st April and 30th September :—New tunics, trousers, and boots.

Between 1st October and 31st December :—New tunic and trousers, and part-worn boots, if there be any in store; should there be none in store, new boots.

Between 1st January and 31st March :—Part-worn clothing, should there be any in store. If none, a new pair of boots or trousers, at the discretion of the Adjutant-general; no other clothing being issued to the recruit till the 1st April. The recruit in the latter case wears the articles of his kit.

Busbies.—Royal Artillery.

15. A busby is to last four years. New busbies and plumes will be supplied to recruits finally approved during the two first years of the period, and part-worn busbies during the last two years.

The busbies of discharged and non-effective men at home are in all cases to be returned into store complete.

The clothing and busbies of non-effective men of the Royal Artillery abroad are to be sold by auction at the end of each month, as in the Infantry of the Line, and the amount realised credited in the contingent accounts, supported by a certificate of the commanding officer. If unsaleable, they must be handed over to the nearest storekeeper or barrack master.

At home stations part-worn clothing is to be taken into the regimental store and sent to Woolwich by the first favourable opportunity, if fit for issue to recruits; if not fit for use, a fact which is to be determined by the officers on the spot, it is to be sold by auction, or if unsaleable handed over to the nearest storekeeper or barrack master.

16. Recruits in the Royal Engineers will be dealt with upon the same principle as in the Royal Artillery for uniform clothing, busby, and boots. The working dress will be issued to recruits under the following regulations :—

A recruit finally approved between 1st April and 30th September will receive a new working dress and boots.

If finally approved between 1st October and 31st March, a part-worn working dress and boots, should there be any in store, or such part-worn articles of the working dress as may be in store.

Should there be no part-worn articles available, the recruit shall receive a new working suit, and boots, to last to the end of the ensuing military year.

17. Recruits joining the Foot Guards, Infantry, and Highland regiments wearing trews are to be dealt with as follows :—

Recruits finally approved during the first quarter of the military year, namely, between the 1st April and 30th June, are to receive new clothing complete, to last till the 31st March ensuing.

Recruits finally approved in the second quarter, between the 1st July and 30th September, shall receive, if possible, part-worn clothing complete, equal to that in wear by the rest of the corps, or such part-worn articles as may be in store, and the remainder new. Should there

there be no part-worn clothing in store, complete new clothing is to be issued, to last till 31st March ensuing.

Recruits finally approved in the third quarter of the military year, namely, between the 1st October and 31st December, are to be supplied, if possible, with complete part-worn clothing, should there be any in the depôt store, equal to that in wear by the rest of the corps; should there be no complete part-worn suits in store, recruits shall receive a part-worn tunic, and new trousers and boots (and waistcoat in Highland regiments wearing trews), the whole to last till the 31st March ensuing. Should there be no part-worn clothing available, to enable the officer commanding to adjust the cases of recruits in the manner before stated, they shall be supplied with complete new clothing, to last till the end of the next military year, and shall be entitled in addition to two compensation articles, namely, a pair of new boots and trousers (or waistcoat in Highland regiments).

These compensation articles will not be issued to the recruit at the same time as the new yearly clothing; but when the officer commanding considers that he is in want of them, to replace those first supplied, an issue of one or both articles will be made to the soldier; the cost thereof is to be charged in the contingent accounts, and a note of the issue made in the yearly nominal return.

Recruits finally approved in the last quarter of the military year, namely, between the 1st January and 31st March, shall, if possible, receive part-worn clothing complete, equal to that in wear by the rest of the corps, or new clothing complete, to last to the expiration of the ensuing military year; and in addition to the new clothing so issued they shall be entitled to one compensation article, namely, trousers or boots (or waistcoat in Highland regiments), to be issued to them from the quartermaster's store when required, in the manner stated above for recruits of the third quarter. The chaco being intended to last two years, every recruit shall receive a part-worn chaco (should there be any in store), to last till the first or second issue, according to the condition it may be in at the time he receives it.

Recruits joining Highland regiments wearing the kilt shall receive clothing as follows:—

If finally approved during the first quarter of the military year, they shall receive the annual articles of clothing new, viz., tunic, waistcoat, and shoes.

If finally approved in the second quarter, they shall receive, if possible, part-worn annual articles, equal to those in wear by the rest of the corps, or such part-worn articles as may be in store, and the remainder new. Should there be no part-worn articles in store, complete new clothing must be issued.

If finally approved during the third quarter, they shall receive, if possible, part-worn annual articles complete, equal to those in wear by the rest of the corps. Should there be no complete sets of part-worn annual articles in store, they shall receive a part-worn coat, and new waistcoat and shoes. Should there be no part-worn coats in store to enable the officer commanding to adjust the claims of recruits in the manner above stated, they shall be supplied with all the annual articles new, to last to the end of the ensuing military year, and shall be entitled to two compensation articles, namely, new shoes and waistcoat, to be issued when required, under the regulation herein laid down for the infantry of the line.

If finally approved in the fourth quarter, they shall receive, if possible, part-worn annual articles complete, equal to those in wear by the rest of the corps, or new annual articles complete, to last till the end of the ensuing military year; and in addition to the new clothing so issued, they shall be entitled to one compensation article, namely, new shoes or waistcoat, to be issued when required, as laid down for the infantry of the line.

Part-worn kilts, plaids, and bonnets (should there be any in store) must in all cases be issued to recruits.

General Directions.

18. All clothing that has been in wear the prescribed period is the property of the soldier at the end of the military year.

Should the issue of clothing be accidentally delayed after the 1st April, it becomes the property of the soldier on the 31st March following, although it should not have been worn the twelve months; the intention being that the soldier should receive new clothing on the 1st April of each year.

This last regulation applies, of course, to articles provided annually only.

19. Part-worn clothing in all arms of the service at home, namely, clothing of non-effective men, or which from any cause has not been in wear the prescribed period, or such a time as to make it the property of the soldier, is the property of the public, and must be taken into the store by the quartermaster, and disposed of according to the rules herein established for the different services, namely, by issue to recruits or by sale; in the latter case the proceeds must be credited in the contingent accounts, supported by a certificate, signed by the commanding officer and the quartermaster, as to the quantities sold and the sum realised.

When a regiment is divided into a depôt and service companies, the part-worn clothing at the depôt is to be dealt with as above stated. The part-worn clothing that may remain in the service companies serving in Great Britain, Ireland, and the Channel Islands, is to be sent to the depôt by a favourable opportunity, if fit for issue to recruits. If unfit for issue, it is to be sold by auction, and the proceeds credited in the contingent accounts of the service companies, supported by a certificate of the commanding officer.

When the service companies or troops of a regiment are stationed abroad, the part-worn clothing is not to be sent to the depôt, but taken into the regimental store, under the charge of the quartermaster, and sold by auction at the end of each month; the proceeds to be credited in the contingent accounts, supported by a certificate from the commanding officer.

Appendix, No. 2.

20. Transfers from other corps will not take their clothing from their old to their new regiments, unless specially authorised by the Secretary of State for War. Should no such special authority be granted, transfers to other corps will be dealt with for clothing in the same manner as recruits.

21. Men who may rejoin from desertion, or who may return to their duty from confinement, if they require clothing, shall, whatever may be the date of their rejoining, be supplied with part-worn clothing when practicable; should there be none in store, they will be supplied with the same clothing as recruits.

22. A private or rank and file non-commissioned officer, when promoted to be sergeant, after the yearly issue of clothing, will, when practicable, exchange clothing with his predecessor, otherwise he will retain his clothing, and receive the difference in money between sergeant's and rank and file clothing, at the regulated rates, from the date of his promotion to the 31st March following.

If appointed drummer, the same rule will be observed, but no compensation granted.

When a sergeant is reduced to the ranks, an exchange of clothing should be effected with his successor if possible, or part-worn clothing will be issued to him; should there be none in store, he will be treated as a recruit.

23. Men discharged in the last quarter of the military year will be allowed to take their clothing with them, except the regimental cap, which must be returned into store.

24. The clothing supplied to a regiment of infantry will be accounted for yearly in a nominal clothing return, blank forms of which will be sent to officers commanding depôts and regiments at home and abroad. The nominal return is to be forwarded to the Secretary of State for War direct, as soon as possible after the 31st March of each year. The object of this return is to show how the clothing has been disposed of, and to give the details of each man's case as regards the articles supplied to him in kind, the compensation paid to him in money, or the sums recovered from him in case of over-issues of clothing.

It is to be clearly understood that the compensation in money and sums recovered (the detail of which is to be shown in the nominal return against each man's name), are to be charged or credited in the contingent accounts, in the manner hereinafter specified; the nominal return when received in the War-office will be considered as a voucher in support of such charges or credits in those accounts.

25. Contingent expenses connected with the clothing, accoutrements, and saddlery of a regiment or depôt are to be charged in the contingent accounts. These accounts are to be a debtor and creditor statement, charging on one side the sums disbursed for carriage, marking kits, making up clothing, repairs to saddlery, compensation paid to men in lieu of clothing, and all other charges incidental to clothing, accoutrements, and saddlery. On the other side credit should be given for sums realised by the sale of old clothing or recovered from the men on account of over issues, and all other sums connected with clothing or saddlery which are to be credited to the public. Every charge or credit should be supported by a voucher or a certificate of the commanding officer, with the exception of compensation in lieu of clothing paid or recovered, for which the annual nominal return alluded to in par. 24 will be considered a sufficient receipt.

All contingent accounts must be supported by the following certificate, signed by the officer commanding the regiment or depôt:

"I certify that the work charged for in this account was necessary, has been actually performed, that the prices are fair and reasonable, and chargeable to the public; that the charges for carriage and all other charges are for the public service; and that the sums credited are the amounts actually received."

Contingent accounts of infantry regiments or depôts at all stations are to be sent in yearly, namely, at the expiration of the military year, 31st March, addressed to the Secretary of State for War, War Office, London; the nominal clothing return should, if possible, be sent at the same time.

Contingent accounts of cavalry regiments and depôts are to be sent in quarterly, namely, on 30th June, 30th September, 31st December, and 31st March of each year.

The cash responsibility connected with contingent expenses will devolve upon paymasters of regiments and depôts, and they will attach a memorandum to all such accounts, notifying that they have a knowledge of the financial bearings thereof with reference to their accountability for the advances made by the War Office to the regimental agents to enable them to meet the paymasters' drafts for this service.

In order that all contingent expenses connected with clothing, saddlery, and accoutrements, may be paid on the spot, and without delay, advances of money will be made through the usual channels to paymasters at home and abroad, on account of the War Office, to enable them to meet such demands as may be made upon them for this service.

26. The following regulations are to be strictly adhered to by officers commanding, paymasters, and quartermasters of regiments and depôts of infantry and cavalry corps at home, abroad, and in the East Indies, with reference to the advances of money alluded to.

Regiments

Regiments and Depôts at Home.

27. The quartermaster of a regiment or depôt should forward to the paymaster through the commanding officer a demand for such sum of money as will probably be required for contingent expenses relating to clothing, saddlery, and accoutrements during the quarter, in order that the paymaster may embody the amount of such requisition in an estimate to be sent to the War Office, according to Circular, dated Horse Guards, 22d March 1856, No. 1,221, and Form W. D., 1,011 A, accompanied by abstracts thereof, for the use of the agents, who will be placed in funds to meet the drafts of the paymaster for these services.

The paymaster will make such advances to the quartermaster from time to time as may be considered necessary for carrying on the service, upon requisitions from the latter officer, approved and signed by the officer commanding.

Upon the contingent accounts being examined in the War Office an authority to charge in the Regimental Pay List the amount properly admissible against the public will be forwarded to the paymaster, as laid down in the circular above alluded to.

In depôt battalions the demands for advances of money for each depôt will be made by the quartermaster to the paymaster of the battalion, who will forward a general estimate of the sums required to the Secretary of State for War through the officer commanding the depôt battalion.

The contingent accounts of the battalion will be sent in yearly, in the same manner as those of infantry regiments. Care should be taken that a separate contingent account is kept for each depôt, and that all the contingent accounts of the depôts forming the battalion are forwarded at the same time, accompanied, if possible, by the nominal clothing return.

A separate nominal return and contingent account will be required for the staff of the depôt battalion.

Regiments abroad (not in India).

28. The quartermaster of a regiment abroad will make a demand upon the paymaster to meet contingent expenses in the manner stated in paragraph 27, for regiments at home. The paymaster will draw the amount required from the commissariat chest, on a separate estimate, in the same manner as for all other regimental services.

The paymaster will make advances from time to time to the quartermaster, in the same manner as in regiments at home (par. 27).

The contingent accounts of regiments abroad are to be made out in the same form as those of regiments at home, and are to contain similar charges and credits; they are to be forwarded also through the paymaster and officer commanding, to bear the same certificates, and to be supported by vouchers, nominal clothing return, &c. Upon these being examined at the War Office, the paymaster will be authorised to make a charge in his pay-list on account of the same.—*Vide* Circular No. 1,229, War Department, Horse Guards, 24th May 1856.

Regiments serving in the East Indies.

29. In regiments serving in India, the quartermaster will make a demand upon the paymaster through the officer commanding for the sum that he may require for contingent expenses connected with clothing, &c., in the same manner as in regiments serving at home. The paymaster will in like manner make advances to the quartermaster for these services.

The advances referred to are to be made in regiments in India from sums deposited in the hands of the paymaster for remittance to England, or, if necessary, from the Casualty Returns; and the amount so appropriated, shown by an abatement from the total of the Remittance Return, duly supported in each case by the estimate and by a certificate from the paymaster showing the amount actually issued thereon under his authority upon the quartermaster's requisition before referred to.

The sum thus appropriated and deducted from the amount of remittances will be charged against the paymaster in the books of the War Office; and upon the contingent account being examined, a notification will be made to the paymaster, declaring the amount which has been passed to his credit as admitted expenditure.

Care must be taken that the contingent accounts are sent in, in accordance with these regulations, and that no charges or credits appear therein which do not relate to clothing, accoutrements, or saddlery. The transmission of the necessary vouchers and certificates must not be omitted, otherwise the accounts will not be passed.

30. The clothing in the cavalry will be accounted for in the same manner as in the infantry, in a nominal yearly return, blank forms of which will be sent to regiments and depôts.

This return, similar to the one in use in the infantry, is to be carefully filled up, and to show the articles received and the disposal of them; also the particulars of each man's case as regards compensation paid to him in lieu of articles not supplied, or sums recovered from him on account of over issues. The sum paid and that recovered, if any, is to be charged in the contingent accounts alluded to in paragraph 25; and the nominal return will be a voucher for any charge for compensation made in those accounts, and will also support any credit arising from stoppages for over issues of clothing.

 31. When

Appendix, No. 2.

31. When payment of compensation in money is sanctioned, the following sums shall be paid to non-commissioned officers and men, or expended in articles for their benefit, being the estimated cost of the several articles of clothing after a reasonable deduction for incidental charges; and the said compensation shall be paid in the currency of the country in which the regiment may be serving, at the rate at which the soldier receives his pay and other allowances, excepting in India, where it shall be paid in rupees calculated at the rate of 2*s.* each.

The amount is to be charged in the contingent accounts, and detailed in the Nominal Clothing Return in British sterling money.

CORPS.	ARTICLES.	For One Year. Sergeants. £. s. d.	Corporals, Trumpeters, Privates. £. s. d.
Heavy Cavalry	Helmet	– 5 –	– 4 –
	Tunic	1 12 –	1 4 –
	Overalls	1 6 –	1 4 –
Light Dragoons	Chaco or cap	– 5 –	– 3 6
	Tunic	1 12 –	1 4 –
	Overalls	1 6 –	1 4 –
Hussars	Busby	– 5 –	– 5 –
	Tunic	1 12 –	1 4 –
	Overalls	1 6 –	1 4 –
Lancers	Cap	– 5 6	– 5 –
	Tunic	1 12 –	1 4 –
	Overalls	1 6 –	1 4 –

CORPS.	ARTICLES.	For One Year. Sergeants. £. s. d.	Rank and File. £. s. d.
Royal Horse Artillery	Busby	– 4 6	– 3 –
	Jacket	3 15 –	1 3 –
	Overalls	1 – –	– 17 –
	Boots	– 10 –	– 10 –
Royal Artillery	Tunic	3 – –	1 – –
	Busby	– 3 6	– 2 6
	Trousers	– 18 –	– 12 –
	Boots	– 9 6	– 9 6
	Undress jacket	1 10 –	– 15 –
	Serge trousers, 2 pairs	– 15 –	– 13 –
	Cap (Lascars)	– 1 4	– 1 4
Royal Engineers	Cap, complete	– 3 –	– 2 6
	Tunic	3 – –	1 – –
	Trousers	– 18 –	– 12 –
	Boots, 2 pairs	– 16 –	– 16 –
	Working jacket	1 10 –	– 16 –
	Ditto - trousers	– 12 –	– 9 –

CORPS, STATIONS, &c.	ARTICLES.	For one Year. Sergeants.			Privates.		
		£.	s.	d.	£.	s.	d.
Foot Guards	Cap	–	12	–	–	12	–
	Tunic	3	15	–	1	7	–
	Waistcoat	–	7	–	–	7	–
	Trousers (cloth)	–	13	–	–	9	–
	Boots	–	8	–	–	8	–
	Gloves for Sergeants	–	2	–	—		
	£.	5	17	–	3	3	–
Regiments of the Line and Rifle Corps serving at home, Gibraltar, Mediterranean, North America, Bermuda, Cape of Good Hope, and Australian Colonies	Cap	–	3	–	–	2	6
	Tunic	1	4	–	1	–	–
	Trousers (cloth)	–	11	–	–	7	6
	Short boots: Sergeants, each 2 pairs	–	16	–	—		
	Short boots: Other ranks, 1 pair	–	–	–	–	8	–
	£.	2	14	–	1	18	–
Highland Regiments wearing Kilt	Coat	1	4	–	1	–	–
	Waistcoat	–	13	–	–	6	6
	Shoes	–	7	6	–	7	6
	Bonnet	–	5	6	–	4	6
	Kilt	–	6	6	–	4	6
	Plaid	–	3	6	–	2	–
	£.	3	–	–	2	5	–
Highland Regiments wearing Trews	Coat	1	4	–	1	–	–
	Waistcoat	–	13	–	–	6	6
	Pair of boots	–	8	–	–	8	–
	Cloth chaco	–	3	–	–	2	–
	Pair of trews	–	12	–	–	8	6
	£.	3	–	–	2	5	–
Regiments in the East Indies, Ceylon (the Ceylon Rifles excepted), Mauritius, St. Helena, Hong Kong	Cap	–	3	–	–	2	6
	Tunic	1	4	–	1	–	–
	Trousers (cloth)	–	11	–	–	7	6
	Pair of short boots	–	8	–	–	8	–
	In lieu of second pair of boots	–	8	–	—		
	£.	2	14	–	1	18	–
West India Regiments and Gold Coast Corps	Fez and 2 turban cloths	–	2	–	–	2	–
	Leggings	–	2	6	–	2	6
	Jacket	–	13	–	–	8	–
	Waistcoat	–	14	–	–	8	6
	Trousers	–	14	–	–	14	–
	Sandals	–	3	–	–	3	–
	£.	2	8	6	1	18	–

Appendix, No. 2.

32. All applications for compensation in lieu of clothing to regiments, or portions of the same detached from head-quarters, must be made to the Secretary of State for War through the General Commanding in Chief.

Compensation shall not be paid for any broken period of a month.

CONTINGENT ACCOUNTS. ROYAL ARTILLERY.

33. Quartermasters of the Royal Artillery at Woolwich, and officers in command of troops and companies at detached stations, will be considered responsible for the contingent disbursements.

34. The quartermasters of the Horse Artillery, and of the battalions, also the adjutants of the Invalid Artillery and the recruiting depôt, will each prepare and submit to their commanding officers, to be forwarded to the Adjutant-general of Artillery at Woolwich on the 1st day of March, June, September, and December in each year, an estimate of the probable amount required for the ensuing quarter to meet the expenses connected with the following services for the entire battalion or corps at home or abroad.

Regimental Clothing:

Making up—
Alterations required.
Chevrons for non-commissioned officers.
Badges, good conduct, and distinguishing.
Compensation for, when not supplied in kind.
Compensation for difference in value of dress and undress at tropical stations.
Carriage of clothing.
Carriage and repair of accoutrements.
Marking necessaries and fitting undress clothing for recruits.
Marking great coats.

The amount required for the above services is to be included under the four heads given in the estimate, and the portion of the amount required under each head at each station to be detailed on the back of the estimate according to the prescribed form.

A general estimate will be prepared and forwarded quarterly from the Adjutant-general's department to the Secretary of State for War.

The quartermasters and adjutants at head quarters (as detailed above), and the officers commanding troops and companies at detached stations at home and abroad, will draw from the same source as regimental pay and subsistence is drawn, such sums of money from time to time as may be required to carry on the before-mentioned services, on requisitions approved and signed by the commanding officer of the battalion or corps at head quarters, or the officer commanding Royal Artillery at the station. The requisition to be made according to the authorised form.

The contingent accounts in the Royal Artillery to be invariably made out according to the prescribed form, and forwarded to the Adjutant-general's department in triplicate, supported by vouchers, as soon as possible after the end of each quarter, the dates of authority or page and paragraph of regulations to be carefully and correctly entered in the column for that purpose. The accounts will be forwarded by the Adjutant-general to the Secretary of State for War, and after they have received the requisite examination in the War Office, they will be admitted, if correct, as a charge against the advances received. Pay lists and vouchers connected with clothing will be rendered by the Royal Artillery, as may be directed. The amount of each voucher to form a distinct item in the quarterly contingent account; and in no instance are charges for two troops, companies, &c., to be included in one account.

35. The whole of the expense of making and altering clothing, furnishing or putting on chevrons or badges, &c., also the compensation for dress and undress clothing at tropical stations for each troop, company, &c., to be included, if possible, in the contingent account for the quarter in which the whole is completed; thus obviating, as far as possible, the inconvenience which might arise from having the clothing accounts of any troop or company included in two documents. It is to be distinctly understood that all money drawn during any quarter must be accounted for in a contingent account at the end of the same quarter.

The cost of altering clothing in the Royal Artillery to be defrayed in the same manner and to the same extent as directed for the Infantry of the Line.

36. The clothing of the Royal Artillery will be provided upon yearly requisitions forwarded by the Adjutant-general to the Secretary of State for War, in duplicate, upon the proper form, which is to be filled up, showing the numbers for which clothing will be required, the particulars of the materials necessary for each garment, and a general statement of the total quantity of each description of material that will be required for the whole supply.

An allowance in money will be made according to the authorised scale, to enable the Adjutant-general to carry out arrangements for having the garments made up.

The sum required for this service, and other contingent expenses, is to be demanded in the manner pointed out in par. 34.

The

The sums allowed for making up the garments are to be charged in the contingent accounts. Appendix, No. 2.

37. The clothing issued to the Royal Artillery is to be accounted for yearly in a general return showing the appropriation of the articles supplied. This return will be forwarded by the Adjutant-general of Royal Artillery to the Secretary of State for War, as soon after the 31st of March of each year as the Adjutant-general shall be able to complete the general return required.

38. The instructions laid down in paragraphs 33, 34, 35, 36, and 37, for the guidance of the Royal Artillery are equally applicable to the Royal Engineers; the contingent accounts and all other documents connected with the clothing and accoutrements being forwarded through the Assistant Adjutant-general of the Corps.

Horse Appointments.

39. Horse appointments will be furnished upon requisitions signed by the officer commanding, upon the approved form, which is to be carefully filled up, showing the articles found unfit for service by the Board of Survey, and those required to replace them.

The horse appointments shall consist of the following articles, viz.:

For Heavy Cavalry.

One saddle-tree complete.
One saddle-seat.
One pair saddle flaps.
One „ pannels.
One „ lacing thongs.
One tab girth with three straps.
One leather girth with two buckles.
One pair stirrup irons.
One „ „ leathers.
One crupper.
One breastplate and neck strap.
One surcingle (leather).
One set of baggage straps.
One pair of cloak and wallet straps, with double buckle-ends.
One single cloak strap.
One pair of wallets.
One „ horseshoe cases.
One „ „ case straps.
One carbine bucket.
One „ „ strap.
One „ stay strap.
One pair holsters for regimental and troop serjeant-majors and trumpeters.
One pair holster straps for ditto.
One shabraque.
One sheepskin.
One numnah (for each man, whether mounted or not).
One bridle bit.
One bridle head-stall.
One curb chain.
One pair hooks for ditto.
One bridoon bit, chain, and tees.
One bit rein.
One bridoon rein.
One head-stall collar.
One chain rein.
One heel rope.
One picketing iron.
One pair of churns } for farriers.
One set churn straps }
Ten lassos per troop.

For Light Dragoons and Hussars.

One saddle-tree complete.
One saddle-seat.
One pair saddle flaps.
One „ pannels.
One „ lacing thongs.
One tab girth with three straps.
One leather girth with two buckles.
One leather pilch seat.
One pair stirrup irons.
One „ „ leathers.
One crupper.
One breastplate and neck strap.
One surcingle (leather).
One set of baggage straps.
One pair cloak and wallet straps with double buckle ends.
One single cloak strap.
One pair of wallets.
One „ horseshoe cases.
One „ „ straps.
One carbine bucket.
One „ „ strap.
One „ stay strap.
One pair holsters for regimental and troop serjeant-majors and trumpeters.
One pair holster straps for ditto.
One numnah (for each man, whether mounted or not).
One bridle bit.
One bridle head-stall.
One curb chain.
One pair „ hooks.
One bridoon bit, links, and tees.
One bit rein.
One bridoon rein.
One collar head-stall.
One chain rein.
One heel rope.
One picketing iron.
One pair churns } for farriers.
One set churn straps }
Ten lassos per troop.

For Lancers.

One saddle-tree complete.
One saddle-seat.
One pair saddle flaps.
One „ pannels.
One „ lacing thongs.
One girth tab with three straps.
One leather girth with three buckles.
One leather pilch seat.
One pair stirrup irons.
One „ stirrup leathers.
One crupper.
One breast-plate and neck strap.
One surcingle.
One set of baggage straps.

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One pair of cloak and wallet straps, with double buckle ends.
One single cloak strap.
One pair of wallets.
One „ horse-shoe cases.
One „ horse-shoe case straps.
One „ holsters.
One „ lance buckets.
One „ straps for lance bucket with loop on saddle flap.
One shabraque.
One sheepskin.
One numnah (for each man, whether mounted or not).

One bridle bit.
One bridle head stall.
One curb chain.
One pair curb hooks.
One bridoon bit, links, and tees.
One bit rein.
One bridoon rein.
One collar head stall.
One chain rein.
One heel rope.
One picketing iron.
One pair churns } for farriers.
One set churn straps }
Ten lassos per troop.

For Cape Mounted Riflemen.

One saddle complete, with girth, crupper, breast plate and strap, surcingle, stirrup leathers and irons, baggage straps, carbine bucket, with straps for double barrelled carbine, carbine or thigh strap, horse-shoe case, and numnah (the numnah for each man, whether mounted or not).
One bridle complete, with bit and bridoon.
One pair of churns, with straps, for farriers only.
One „ wallets.

40. The periods of expected duration assigned on home service for cavalry appointments are as follows:

Saddle trees	14 years.	Holsters	14 years.
Saddle seat		Holster straps	
Saddle flaps		Lance buckets	12 „
Pannels		Straps for lance buckets	9 „
Girth-tabs		Shabraques	12 „
Girths leather	9 „	Numnah	5 „
Pilch seat leather	10 „	Lasso	20 „
Stirrup irons	20 „	Bridle bits	20 „
Stirrup leather	9 „	Curb chains	
Cruppers		Curb chain hooks	
Breast-plates and straps		Bridoon bits	
Surcingles		Bridoon headstalls	5 „
Baggage straps		Bit reins	9 „
Cloak and wallet straps with double buckle ends		Bridoon reins	5 „
Single cloak straps		Collar headstalls	
Pair of wallets		Chain reins	
„ horse-shoe cases		Heel ropes	
Straps for ditto		Picketing irons	20 „
Carbine buckets	12 „	Churns	12 „
Straps for carbine buckets		Churn straps	
Carbine stay straps			

On foreign stations the duration of these articles will vary according to climate and the nature of the service, but the above periods are to be kept in view and acted upon as far as practicable.

41. It is the duty of officers in command of corps, and captains and commanding officers of troops or companies, to enforce the strictest attention to the care and preservation of the horse appointments, accoutrements, and all other articles the property of the public, and to cause individuals immediately to replace such articles as they may lose, and to repair such as may be damaged by their neglect or misconduct. The appointments and accoutrements are therefore to be examined frequently; and in order to ensure the due preservation of these articles, the commanding officer of such corps, together with the two officers next in seniority, shall annually, between the 1st November and the 1st January, or oftener if necessary, make a strict examination of the accoutrements and appointments of the corps, and cause accurate statements of the condition of the several articles to be drawn out under the heads of "serviceable," "unserviceable," and "wanting," including as "unserviceable" every article likely to become so before the end of the military year, in order that the requisite supply may be forwarded to the head quarters previously to the inspection of the corps by the Reviewing General in the ensuing spring.

The reports above alluded to are therefore to be made on the requisitions for replacing the articles which require renewing, and addressed to the Secretary of State for War. A duplicate of each report should be sent to the Adjutant-General for the information of the General Commanding in Chief.

42. In

42. In case of detachments at a distance from the head quarters commanded by a field officer, the commanding officer of such detachment shall, in conjunction with the next senior officer, make the required inspection. But in regard to detachments not under the the command of a field officer, the field officer who periodically inspects the detachment shall, in conjunction with the officer commanding the same, or the captain of the troop or company to which such detachment belongs, make the annual inspection of the appointments and accoutrements thereof.

The officers making these inspections are to inquire whether the articles reported as unfit for service have become so by fair wear, and are not repairable, before they finally condemn them; and in case any of these articles shall have become unserviceable before the period has expired for which they have been calculated to last, a full explanation of the reason is to be given in the inspection reports.

All condemned unserviceable saddlery, accoutrements, and appointments are to be delivered to the military storekeeper at such stations as may be ordered by the Secretary of State for War, except in India, in which case the articles should be sold to the best advantage, and the proceeds credited to the public in the contingent accounts, supported by a certificate of the officer commanding.

43. Repairs to saddlery are to be executed in the regiment by the sergeant saddler, under the superintendence of the quartermaster and officer commanding. The sergeant saddler will receive one shilling a day for such service, in addition to his regimental pay, and will provide tools.

The materials for these repairs will be furnished upon requisitions of the officer commanding, addressed to the Secretary of State for War, and must not be purchased on the spot by the officer commanding, unless such a course be especially authorised.

44. The extra pay of the sergeant saddler is to be charged in the contingent accounts, together with all other disbursements connected with repairs to saddlery, and must be properly supported by vouchers in all cases. Saddlery may be marked at the public expense, and a charge not exceeding one halfpenny for each article may be made in the contingent accounts, supported by vouchers.

Advances of money to meet these expenses are to be demanded in the manner stated in pars. 27, 28, and 29.

45. Saddle-trees will be repaired by the saddle-tree makers in the regiment, and the scale of remuneration for this service is fixed as under:—

The work is to be paid for by the piece.

New Pattern Dragoon Saddle-trees.	s.	d.
New tree complete	12	–
New arch	4	–
New half-arch	2	–
New side bar	2	–

Old Pattern Dragoon Saddle-trees.	s.	d.
New tree complete	10	–
New arch	3	–
New half-arch	1	6
New side bar	1	6

Such cavalry regiments as are without saddle-tree makers' tools will, at the public expense, be furnished with a set of tools as hereafter enumerated, viz.:—

Three planes { One jack. / One smoothing. / One pannel.
One brace, with bits complete (8).
Three saws { One dovetail. / One tenon. / One hand.
Two spokeshaves.
One plough and bits complete (8).
One set of chisels (8).
One holdfast.
One bevil.
One mallet.
Two half-round wood-rasps.
Two ditto files.
Three screwdrivers.
One bow-saw frame.
Two hammers.
Six gimlets.
Six bradawls.
Two vices (one bench and one hand).
One glue-pot.
One oil-stone.
One trying square, 4-inch.

These tools will be renewed every 20 years at the public expense, but during that interval they will have to be kept up and sharpened at the expense of the saddle-tree maker.

The expense of repairing saddle-trees is to be charged in the contingent accounts.

46. Colours will be supplied to infantry regiments and standards or guidons to heavy cavalry, upon requisitions addressed to the Secretary of State for War.

The period of duration assigned for colours and standards on home service and under ordinary circumstances is 20 years. On foreign stations the duration of these articles will vary according to the climate and the nature of the service, but the above period must be kept in view as far as practicable.

Previous to a requisition being sent in for new colours, the old ones must be examined by a Board of Survey, and the proceedings forwarded to the Secretary of State for War.

Appendix, No. 2.

Should the colours not have lasted the prescribed period, a report must be made of the circumstances under which they have become unserviceable.

Repairs to colours must be executed in the regiment, and the expense thereof charged in the contingent accounts, supported by vouchers and a certificate of the officer commanding.

Accoutrements and Appointments.

47. Accoutrements and appointments shall be furnished in conformity to sealed patterns lodged at the War Office, upon requisitions made upon the prescribed form, and addressed to the Secretary of State for War.

48. The accoutrements and appointments shall consist of the following articles, viz.;

For Heavy Cavalry.

Sword knots.
Waist belts complete, with sword carriages.
Pouches.
Pouch belts complete.
Carbine swivel.
Sabretaches, with slings for non-commissioned officers.
Axes, with caps and slings, for farriers.

For Light Dragoons and Hussars.

Sword knots.
Waist belts complete, with sword carriages.
Pouches.
Pouch belts complete.
Carbine swivel.
Sabretaches, with slings for non-commissioned officers of Light Dragoon regiments and for Hussars generally.
Axes, with caps and slings, for farriers.

For Lancers.

Sword knots.
Waist belts complete, with sword carriages.
Pouches.
Pouch belts complete.
Sabretaches, with slings for non-commissioned officers.
Axes, with caps and slings, for farriers.

For Royal Horse Artillery.

Staff Sergeants:
- Waist belt complete, with sword carriages.
- Sword knot.

All Ranks:
- Waist belt complete, with sword carriages.
- Sword knot.
- Pouch and belt, for men carrying carbines.

For Gentlemen Cadet Company.

Staff Sergeants:
- Sword, with scabbard.
- Waist belt complete, with sword carriages.
- Sword knot.
- Pouch and belt.
- Waist plate.

Gentlemen Cadets:
- Waist belt complete, with frog.
- Waist plate.
- Pouch and belt.
- Carbine sling.

For Royal Artillery.

Staff Sergeants:
- Swords with scabbards.
- Sword knots.
- Waist belts complete, with sword carriages.
- Pouch belts.
- Pouches.
- Plates for waist belts.

Sergeants and Rank and File:
- Pouches with swivel links.
- Belts, pouch, complete.
- Belts, waist.
- Frogs, sliding, with buckles and straps.
- Carbine slings.
- Plates for waist belts.

Trumpeters:
- Waist belt.
- Sliding frog.
- Waist plate.
- Sword-bayonet, and scabbard.

For Royal Engineers.

Staff Sergeants:
- Swords, with scabbards.
- Sword knots.
- Belts, waist, complete, with sword carriages.
- Belts, pouch.
- Pouches.
- Plates for waist belts.

Sergeants:
- Whistles and chains.

Sergeants and Rank and File:
- Pouches.
- Pouch belts.
- Waist belts.
- Frogs, sliding, with buckles and straps.
- Carbine slings.
- Plates for waist belts.

Buglers:
- Swords, with scabbards.
- Belts, waist, with frogs.
- Plates for waist belts.

Royal Engineer Train:
- Waist belts, with slings.
- Pouches.
- Pouch belts complete.
- Plates for waist belts.

For

For the Foot Guards, Infantry of the Line, and Colonial Regiments.

Staff Sergeants:

- Swords with scabbards.
- Sword knots.
- Sling waist belts.
- Waist plates.

Company Sergeants:

- Pouches.
- Pouch belts.
- Waist belts, with sliding frogs.
- Waist plates.
- Musquet slings.
- Whistles and chains for sergeants of Light Infantry regiments and Light Infantry companies of other regiments.

Buglers, Drummers, and Fifers:

- Swords, with scabbards.
- Sword knots.
- Waist belts, with sliding frogs.
- Waist plates.
- Drum carriages.
- Two fifes and cases, with slings and tassels for Grenadiers only.

Corporals and Privates:

- Pouches { 40 rounds. / 20 rounds.
- Pouch belts.
- Waist belts, with sliding frogs.
- Waist plates.
- Musquet slings.

For Rifle Corps.

Staff Sergeants:

- Swords and scabbards.
- Sword knots.
- Sling waist belts complete.
- Plates, whistles, and chains.

Company Sergeants:

- Pouches.
- Pouch belts.
- Waist belts complete.
- Sliding frogs, with buckles and straps.
- Slings, musquet.
- Plates, whistles, and chains.

Buglers:

- Swords, with scabbards.
- Waist belts complete.
- Sliding frogs, with buckles and straps.

Rank and File:

- Pouches { large. / small.
- Pouch belts.
- Waist belts complete.
- Sliding frogs, with buckles and straps.
- Slings, musquet.

For Cape Mounted Rifles.

- Sword knots.
- Waist belts complete, with sword carriages.
- Pouches.
- Pouch-belts complete.
- Carbine swivel.
- Sabretaches, with slings, for sergeants only.

For Military Train.

Non-commissioned Officers, Trumpeters, and Artisans:

- Waist belt complete, with sword carriages.
- Sword knot.

Other Ranks:

- Pouch.
- Pouch belt.
- Waist belt complete.
- Frog for sword bayonet.
- Sling carbine.

Hospital Corps.

Staff Sergeants:

- Sword and scabbard.
- Sword knot.
- Sling waist belt and snake hook.

For Enrolled Pensioners.

Staff Sergeants:

- Waist belt.
- Frog.
- Sword knot.
- Plate for waist belt.

Sergeants:

- Pouch.
- Pouch belt.
- Waist belt.
- Frog.
- Musquet sling.
- Plate for waist belt.

Buglers and Drummers:

- Waist belt.
- Single frog.
- Sword knot.
- Drum carriage.
- Plate for waist belt.

Rank and File:

- Pouch.
- Pouch belt.
- Waist belt.
- Single frog.
- Musquet sling.
- Plate for waist belt.

Appendix, No. 2.

SET of PIONEERS' APPOINTMENTS for One Corporal and Twelve Privates.

	Service Companies, Nine Men.	Depôt, Four Men.	TOTAL for One Corporal and Twelve Privates.	For Regiments of Ten Companies.
Shovels, with cases and belts	4	2	6	5
Pickaxes, with cases	4	2	6	5
Spades, with cases and belts	3	1	4	3
Felling-axes, with cases	4	2	6	5
Broad-axe and hand-axe, with case and belts (of each)	–	1	1	1
Saw and hand-axe, with case and belt (of each)	1	–	1	1
Crow-bar, with caps and straps	1	–	1	1
Hammer, Auger, Chisel, Cold-chisel and saw-file, with case and belt (of each)	1	–	1	1
Bill-hooks, with cases	8	4	12	10
Gun-spikes	18	8	26	22
Swords, saw-back, with scabbards	9	4	13	11
Waist-belts, with plates	9	4	13	11
Frogs, sword, with loops	9	4	13	11

50. All accoutrements and appointments shall be marked consecutively to correspond with the arms and with the number or appellation of the regiment, battalion, or corps, and also the date when issued; a charge not exceeding one halfpenny for each article marked will be admitted in the contingent accounts, if supported by the receipt of the marker and the certificate of the commanding officer that the same is correct.

51. The periods of duration assigned on home service for cavalry accoutrements and appointments are as follows:—

Men's Appointments	Farrier's axe, with cap and sling	20 years.
	Sword or waist belts	18 „
	Pouches	18 „
	Pouch or carbine belts	18 „
	Sword carriages, Sabretaches with straps	12 „

The period of duration assigned for all infantry accoutrements, under ordinary circumstances, is twelve years.

On foreign stations the duration of these articles will, of course, vary according to the climate and the nature of the service, but the above periods are to be kept in view and acted upon as far as may be practicable.

52. The care and preservation of accoutrements and appointments, as well as inspection reports, and requisitions for the same, are to be subject to the rules laid down in paragraphs 41 and 42, care being taken that saddlery and accoutrements are not included in the same report.

53. Accoutrements and appointments are to be repaired in the regiment, and the actual cost of the same (if chargeable to the public) is to be included in the contingent accounts, supported by vouchers and a certificate of the officer commanding.

GREAT COATS.

54. Great coats in the cavalry will be supplied upon requisitions signed by the officer commanding the regiment or depôt, addressed to the Secretary of State for War.

Cavalry great coats are to last ten years on home service, and may be replaced at the expiration of that time, if unserviceable, upon a special report being made by a Board of Survey, through the officer commanding, which report must in all cases accompany the requisition for new ones.

55. Cloaks and great coats for the Royal Horse Artillery will be supplied under the same regulations as for the cavalry, on requisitions and reports forwarded through the Adjutant-general of Royal Artillery.

56. Great coats for the Royal Artillery will be supplied under the same regulations as in the Infantry of the Line, on requisitions and reports forwarded through the Adjutant-general of Royal Artillery.

Great coats in the Royal Engineers will be supplied upon the same principle and must be demanded through the Assistant Adjutant-general of Royal Engineers.

57. The

57. The cost of great coats is detailed in the following table, in order that the proper charges may be made against men who may lose or damage them by neglect or misconduct:—

	£. s. d.	Time a Great Coat is to last.
Cavalry, old pattern	1 11 –	10 years.
„ new „	2 15 –	„
Royal Horse Artillery { Cloak, gunners	1 16 –	„
Royal Horse Artillery { Coat, drivers	1 6 –	5 „
Royal Artillery and Engineers	– 17 6	3 „
Infantry	– 14 6	3 „

	£. s. d.
Value of worn-out cloaks and great coats — Horse Artillery cloak	– 8 –
„ coat	– 6 –
Cavalry	– 8 –
Artillery and Engineers	– 4 –
Infantry	– 3 –

58. Great coats for the Infantry will be furnished at the public expense to the non-commissioned officers and men on all stations, except in India, where they are furnished at the expense of the East India Company.

Requisitions for great coats should be forwarded to the Secretary of State for War. If any portion of the supply be specially required to replace great coats prematurely worn out, or unavoidably lost or damaged, a detailed statement of the circumstance should accompany the requisition.

59. The great coats shall be taken care of by the soldier in the same manner as his necessaries, and any loss or damage thereof occasioned by his neglect shall be made good by stoppages from his pay; the fact of such loss or damage shall be ascertained by frequent inspections, and the amount of the sum to be stopped shall be fixed by a court-martial, and shall be credited in the contingent accounts, supported by a statement of particulars.

A sealed pattern great coat shall be sent to the head quarters of each regiment, in order that supplies of these articles may be compared with the same, and reported upon in the same manner as the regimental clothing.

60. At the following stations only, namely, Cape Town, Halifax, N.S., Montreal, Hobart Town, and Auckland, New Zealand, a supply of great coats will be always kept in the stores of the military storekeeper, and when an issue of the same is required by the troops quartered in those localities, it will be made upon requisitions from the officer commanding the regiment or corps, approved by the general or other officer commanding at the station.

61. The officer commanding the regiment is immediately to forward to the Secretary of State for War a duplicate of the requisition, also a statement of the numbers of old great coats returned into store.

Storekeepers at the above-named stations will forward half-yearly to the Secretary of State for War, returns in duplicate showing the number of serviceable and unserviceable great coats remaining in store, as well as the receipts and issues during the half-year.

New great coats may in general be supplied, if reported necessary by a Board of Survey, at the expiration of three years from the time of the last delivery to the soldiers; but for troops employed in North America, or in active or continued operations in the field, great coats may, if necessary, be supplied at the expiration of two years from the preceding delivery; in these cases, however, the necessity of supplying the new coats must be specially certified by the general or other officer commanding at the station; and it is in all cases to be understood distinctly that new great coats are not to be supplied to a regiment as a matter of course immediately on the termination of the respective periods above stipulated, but only when the commanding officer shall certify that such supply is required. All great coats which may be reported as unserviceable are at the time of the delivery of the new ones to be transferred as condemned stores to the nearest military storekeeper or barrack-master; and none which have been so reported are to be retained or appropriated by the regiment, on any pretence whatever, except by the authority of the Secretary of State for War.

62. Great coats for serjeants shall be furnished without cuffs and collars, which are to be added at the head quarters or depôt of each corps, and shall be made of army coat cloth of the same quality and colour as the facings of the corps. The actual and necessary expense of such addition, not exceeding one shilling and sevenpence per coat, is to be defrayed by

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the public, and must be charged in the contingent accounts, supported by a certificate of the officer commanding, showing the number of great coats completed with cuffs and collars.

Chevrons on the right sleeve may be added at the head quarters or depôts to the great coats of serjeants or corporals, and the expense, not exceeding 6 *d.* for each sergeant and 4 *d.* for each corporal, shall be defrayed by the public.

Every great coat is to be marked, and an allowance of 2 *d.* will be granted for this service, the same to be charged in the contingent accounts, and not in the pay list as heretofore.

The amount to be charged to the soldier who loses or damages his great coat by neglect is to be based on the value of the article and the time it has been in wear.

Great coats or cloaks of men who die or leave a regiment or corps on foreign service are to be delivered to the military storekeeper or barrack-master at the station, who is to report the receipt of them to the Secretary of State for War.

Provision of Necessaries.

63. Every recruit joining the—

Cavalry,	Infantry Corps,
Royal Artillery,	Military Train,
Royal Engineers,	Medical Staff Corps,

shall receive a complete kit of necessaries, free of all charge, as a single issue, which shall be kept up by him at his own expense.

64. A soldier is to defray the expense of marking his necessaries, with the exception of the first kit, the marking of which will be defrayed by the public, and may be charged in the contingent accounts. The sum allowed is one halfpenny for each article.

65. The following lists are to be considered as comprising all the articles of a soldier's necessaries required for the services to which they refer; and none others are permitted to be charged against the men of any corps as articles of regimental necessaries than those established by this regulation, unless first specially authorised by the Secretary of State for War.

Lists of necessaries for the various arms of the service:—

Heavy or Light Cavalry.

One cornbag.
One stable bag.
One pair braces.
Brushes { one button. / one clothes. / one hair. / one brass. / one horse. / one lace. / one shaving, with soap. / two shoe.
Two pairs boots (One ankle and One Wellington).
One tin blacking.
One brass ball.
One forage cap, and strap.
One hair comb.
One curry comb.
Two pairs cotton drawers.
One girdle for Lancers only.
One pair gloves for Heavy Cavalry and Lancers.
Two pairs gloves for Hussars and Light Dragoons.
One pair gauntlets for Heavy Dragoons and Lancers.
Three pairs woollen half hose (or cotton for India).
One holdall.
One horse log (except in India).
One horse picker.
One horse rubber.
One stable jacket.
One knife, fork, and spoon.
One pair overalls strapped.
One piece pipe-clay.
One razor.
Three shirts, cotton, or two flannel.
One pipe-clay sponge.
One pair spurs.
One „ scissors.
One water sponge.
One button stick.
One stock.
Two towels.
One pair linen stable trousers.
One turnscrew.
Two flannel waistcoats.
One valise.
One helmet cover for regiments in India.
One oil bottle and oil.
One web surcingle.
Mess tin and cover when ordered for service.

Royal Horse Artillery.

Bags { one brush. / one canvas, long. / one shaving. / one stable.
One brass ball.
One case of blacking.
Two pair boots { one Wellington. / one ankle or Cossack.
One „ braces.
Brushes { one button. / one clothes. / one hair. / one shaving. / shoe { one hard. / one blacking. / one polishing.

One oil can.
One forage cap.
One cap case.
One large comb.
Two elastic cotton drawers.
One pair leather gloves.
One leather holdall.
One button iron.
Jackets { one stable, cloth. / two flannel.
One knife and fork.
One leather purse.
One razor and case.
One horse rubber.
Three shirts, cotton, or two flannel.
Three pair worsted socks.
One large water sponge.
One spoon.
One leather stock.
One pair trouser straps.
One „ cloth trousers.
Two linen towels.
One pair spurs.

Royal Artillery.

One canvas bag and hook.
One shaving bag.
One tin of blacking.
One pair boots.
One „ braces.
Brushes { one clothes. / one button. / one hair. / one shaving. / two shoe.
One canteen.
One canteen cover.
One forage cap.
One large comb.
One pair leather gloves.
One holdall.
One fatigue jacket.
One knapsack, complete.
One knife and fork.
One pocket knife.
One plume case.
One razor and case.
Shirts { two flannel. / three cotton.
One sponge.
One spoon.
One stock.
Three pairs wool stockings.
One button stick.
Straps { one canteen. / one great coat, pairs.
Two towels.
One pair fatigue trousers.

Royal Engineers.

One tin of blacking.
One pair boots.
One „ braces.
Brushes { one button. / one clothes. / one shaving, with soap. / three shoe. / one hair.
One brassball box.
One forage cap.
One knapsack cloth.
One comb.
One holdall.
One fatigue jacket.
One pair fatigue trousers.
One clasp knife.
One knapsack, complete.
One knife, fork, and spoon.
One mess tin and cover.
One plume case.
One pair of gloves.
One razor.
Three shirts, cotton, or two flannel.
Two flannel waistcoats.
One sponge.
One button stick.
One stock.
Three pairs stockings.
One soap case.
One waterproof bag.
Two towels.

Foot Guards.

One tin of blacking.
One pair of boots.
One „ braces.
Brushes { one button. / one clothes. / one shaving and soap. / two shoe.
One forage cap.
One comb.
One holdall.
One knapsack, complete, with straps.
One knife, fork, and spoon.
One mess tin and cover.
One pair mitts.
One razor.
Two flannel or three cotton shirts.
Three pairs worsted socks.
One sponge.
One button stick.
One stock.
One set great coat straps.
Two towels.
One pair trousers.

Infantry of the Line and Rifle Regiments.

One tin of blacking.
One pair of boots.
One „ braces.
Brushes { one button (excepting Rifles). / one clothes. / one shaving and soap. / two shoe.
One forage cap, with peak for India, West Indies, Cape of Good Hope, and Mediterranean.
One comb.
One holdall.
One fatigue jacket.
One knapsack, complete, with straps.
One knife, fork, and spoon.
One mess tin and cover.
One pair mitts.
One razor.
Two flannel, or three cotton shirts.
Three pairs worsted socks.
One sponge.
One button stick (excepting Rifles).
One stock.
Two towels.
Two pair linen trousers, for troops in India and Mediterranean.
One pair fatigue trousers.

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Highland Regiments.

One pair gaiters,
One pair garters and rosettes,
Three pairs tartan hose,
One purse and belt,
One pair shoes and buckles, in addition to the pair of shoes provided annually by the public,
One pair fatigue trousers,
} For regiments wearing the kilt.

One pair boots, in addition to the pair provided annually by the public,
Three pair socks,
One pair trews,
} For regiments wearing the trews.

One tin of blacking.
One pair braces.
Two shoe brushes.
One clothes brush.
One button brush.
One shaving brush.
One forage cap.
One comb.
One holdall, or case for small articles.
One knapsack, with straps.
One knife, fork, and spoon.
One mess tin and cover.
One pair of mitts when required by the climate.
One razor.
Three shirts, linen or cotton, or two flannel.
One sponge.
One cake of soap.
One button stick.
One stock and clasp.
Two towels.

Hospital Corps.

One tin of blacking.
One pair of boots.
One „ braces.
Brushes { one button. one clothes. one shaving. two shoe.
One forage cap.
One comb.
One holdall.
One knapsack, complete, with straps.
One knife, fork, and spoon.
One mess tin and cover.
One pair mitts.
One razor.
Three cotton or two flannel shirts.
Three pair worsted socks.
One sponge.
One button stick.
One stock.
Two towels.
One fatigue suit.

Military Train.

One corn bag.
One stable bag.
One pair braces.
Brushes { one button. one clothes. one hair. one hard. one horse. one lace. one shaving, and soap. two shoe.
Two pairs ankle boots.
One tin of blacking.
One brass ball.
One forage cap and strap.
One hair comb.
One curry comb.
Two pairs cotton drawers.
Two pairs gloves.
Three „ wool half hose.
One holdall.
One horse log.
One horse picker.
One horse rubber.
One stable jacket.
One knife, fork, and spoon.
One pair overalls.
One piece pipeclay.
One razor.
Three cotton or two woollen shirts.
One pipeclay sponge.
One pair spurs.
One „ scissors.
One water sponge.
One button stick.
One stock.
Two towels.
One pair linen stable trousers.
One turnscrew.
Two flannel waistcoats.
One valise.
One bottle, tin, and oil.

Recruits joining colonial corps will be supplied with complete kits at the public expense under such regulations as shall hereafter be determined by the Secretary of State for War.

66. A store of kits of necessaries will be kept at each depôt battalion for issue to recruits; and no portion of such kits to be issued to old soldiers on any pretence whatever.

The officer commanding the depôt battalion is to demand half-yearly such number of kits as he considers will probably be required to supply recruits likely to join any of the depôts composing his battalion. The kits will be furnished upon requisition addressed to the Secretary of State for War; they will be supplied complete, with the exception of the boots, fatigue jackets, and trousers. The boots will be furnished in sizes. The fatigue jackets and trousers will be issued in materials, in order that they may be made up at the depôt and fitted to the recruit.

67. When recruits enlist in any of the depôts composing the battalion, the officer commanding such depôt will make a requisition upon the officer commanding the battalion for kits for them, and will be supplied with a kit for each, and the jackets and trousers in materials; these will be made up in the tailor's shop, and the cost of making them is to be charged in the contingent accounts of the depôt, supported by a voucher. The sum allowed for making these articles is 1*s.* 4*d.* for shell jackets and 1*s.* for trousers.

68. The

68. The officer commanding a depôt battalion must forward to the Secretary of State for War a nominal return of recruits who have received kits, with the receipt of the same signed by the recruits. These documents should be forwarded at the same time as the requisition for a fresh supply of kits.

69. The allowance to be drawn for the first equipment of winter clothing, upon arrival in North America, is at the rate of 30*s.* per man; and in Newfoundland, of 20*s.* per man, for the number of effectives present at the commencement of the first winter, not including volunteers or men transferred from other regiments serving on the station.

An annual allowance will be drawn, at the rate of 5*s.* in North America, and 4*s.* in Newfoundland, for every man effective on the 1st October of each subsequent winter.

These allowances are to form a fund, under the superintendence of the commanding officer.

The amount to be applied out of the fund in aid of the first equipment of winter clothing, is in no case to exceed 25*s.* per man in North America, and 16*s.* per man in Newfoundland; and the soldier will contribute by stoppages from his pay half the price of the boots.

70. The winter equipment is to consist of the following articles, viz.:—

In North America—

A fur cap,	Two pairs of long flannel or worsted drawers,
Two flannel waistcoats,	A pair of Canadian boots.

In Newfoundland—

One fur cap,	One pair of Canadian boots;

the price of which (exclusive of half the price of the boots) should not exceed 25*s.*, as before stated, in North America, and 15*s.* in Newfoundland.

No money is to be paid to the soldier on any account from the fund.

The soldier is to defray the expense of all repairs, and likewise of all renewals of the winter clothing; unless, in the judgment of the commanding officer, the state of the fund, after providing a sufficient reserve for the first equipment of all men who may thereafter join to fill vacancies, will admit of some aid being granted towards replacing articles which have been worn the prescribed period; but the commanding officer will be responsible that no excess of charge is created beyond the amount of the fund, by keeping in view that the principal object thereof is the provision of the first equipment.

Volunteers and transfers from other regiments or corps previously serving at the station are to bring their winter equipment with them, but, subject to the same rules as before laid down, may also receive aid in replacing articles of winter clothing when they have been worn the prescribed period.

The fur cap is to last	3 years	Flannel waistcoats to last	1 year
Canadian boots „	2 „	„ drawers „	2 „

Whenever the regimental cap in the infantry serving on the North American station can be made to last three years instead of two, the soldier shall receive the regulated compensation in lieu of a cap for the third year, the amount of which shall be credited to the soldier's account, in aid of the expense of renewing or repairing his winter clothing.

71. Any necessaries which may be damaged or lost through the neglect of the men shall be repaired or replaced by stoppages from their pay. Men losing their necessaries on becoming prisoners of war shall have no claim against the public on account thereof, if they remain prisoners upwards of four months; but on rejoining their corps, they shall, if requisite, be supplied with fresh necessaries out of their arrears of pay whilst prisoners, if any be due to them under the provisions of the Mutiny Act; and, if not, by stoppages from their accruing pay.

72. The pay of the soldier on every station shall be liable to a stoppage of 2*s.* 7½*d.* per week in the cavalry; of 2*s.* 5¾*d.* per week in the Artillery; of 2*s.* 4*d.* per week in the Royal Engineers; of 1*s.* 1*d.* per week in the Foot Guards; and of 1*s.* 6*d.* per week in other corps for keeping up his necessaries; which rates of stoppage shall not be exceeded unless by sentence of a court-martial. But the stoppages are not to be made in advance before the necessaries are required; except either by the desire of the soldier, or when any expensive article is likely to be soon required; in which case the regulated stoppages may be resorted to during the month prior to the delivery of such article.

73. No soldier shall be put under stoppages to pay for any articles of clothing or necessaries not ordered by this regulation to be provided at his expense, except in cases where the absolute necessity of replacing articles of clothing supplied by the public shall have been occasioned by gross negligence or wilful damage on the part of the soldier, or by the articles being worn out before the period for the next delivery of clothing.

74. Every regiment shall be provided, at the expense of the public, with a complete set of sealed patterns of necessaries, conformable to those lodged at the War Office.

75. The officers commanding troops or companies, with the sanction of the commanding officer of the regiment, shall be at liberty to procure on the spot, whenever it can be done with advantage, any articles required by their men, provided the same be strictly conformable

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formable to the established patterns. But, whenever, either on foreign service or at home, the soldier is likely to be benefited by obtaining his necessaries through the medium of a regimental committee, from tradesmen established in London, or elsewhere in the United Kingdom, at a distance from the station of the regiment, the rules contained in the following articles are to be followed.

76. When a supply is required, the officers in command of troops or companies shall form a committee for the purpose of ascertaining the wants of each troop or company, and of preparing, under the direction and control of the officer commanding the regiment, a general requisition, carefully avoiding any unnecessary accumulation of stores.

This requisition is to be transmitted by the commanding officer to the tradesman, who shall engage to furnish the articles of the established quality and pattern; and whenever he is sending out an extensive or general supply of necessaries to a regiment, shall produce a pattern of each article to be sealed by the aforesaid board, to accompany the supply; such pattern articles to form a part of the number demanded, and after serving the purpose of comparison, to be issued to the men.

77. On the arrival of a supply at head-quarters, a regimental committee, formed of the field officers, and of the officers in command of troops or companies present, shall examine and compare the supply with the sealed patterns, and shall reject any articles found not conformable to the patterns; and the tradesman shall be bound by his agreement with the commanding officer, either to replace the rejected articles, or to make good the loss on their being disposed of at a lower price than that charged. The freight, insurance, and shipping expenses are to be charged in the tradesmen's bill, and to be added to the cost prices by the committee, together with any incidental expenses on landing. And whenever on a change of station, the store of regimental necessaries is conveyed by sea, an insurance is to be effected thereon, if practicable, to prevent loss to the regiment.

78. On foreign stations the regimental committee shall be empowered to make an additional charge on the price charged by tradesmen, for the purpose of forming a contingent fund to be applicable solely to meet the losses unavoidably arising from deterioration by detention in store, from insects, damp, or other causes; but it is to be distinctly understood that no part of this fund is to be applied towards defraying any other charges whatever on account of necessaries before the delivery thereof to the men.

When necessaries reach a regiment stationed at Ceylon, Hong Kong, the East and West Indies, and Bermuda, or on the West Coast of Africa, with no immediate prospect of proceeding to a different climate, or when necessaries shall reach any regiment abroad about shortly to proceed to any of those stations, the charge on the prices of the necessaries is to be 3 per cent., but under all other circumstances 1½ per cent.

In all those cases in which the balance in hand exceeds or shall hereafter exceed 50 *l.*, with no immediate prospect of any further demand upon it, the committee of officers is to make the same available, as far as it will go, towards a reduction of the per-centage on the articles of the next ensuing supply, even below the rates of 3 per cent. and 1½ per cent. as above provided.

The paymaster is the proper depository of this fund. An annual statement, showing the amount of the same, the mode in which it has been applied, and the balance thereof, is to be forwarded by the commanding officer on the 31st of March of each year through the Adjutant-general to the Secretary of State for War.

By the aggregate amount of the tradesmen's prices, and of all the attendant charges before mentioned, the price to be paid by the soldiers shall be regulated; such price shall be published by the commanding officer, in orders, to the regiment; and shall be specified in the annual statement above described.

Upon the return of a regiment from foreign service, the commanding officer should forthwith render to the Secretary of State for War an account of the contingent fund made up to the date of the arrival of the corps; the balance on the same should be credited in the current pay list. Application for a return of the said balance may, however, be made upon the regiment again proceeding on foreign service.

79. The commanding officer shall, at the termination of each quarter, cause inspections to be made of the necessaries in store, for the purpose of ascertaining that they are kept in proper order.

The paymaster and the quartermaster are to compare monthly the general store account of the quartermaster, and at the termination of each quarter, both accounts are to be examined by the regimental committee, who, after ascertaining that the same are correct, will report to that effect to the commanding officer, who will thereupon ascertain and certify that the proper amount of stoppages for the quarter has been appropriated by the paymaster, as directed in this regulation.

80. A copy of the paymaster's account for the quarter, certified by the commanding officer, is to be annexed to the pay list, or if the regiment be in India, to the remittance return, in which the sums due to the tradesmen are deducted, or reported as remitted; and a notification of all such deductions or remittances should be regularly sent by the commanding officer direct to the tradesmen concerned.

The quartermaster is to take care of the necessaries, and to issue them when required; but he is not to give any orders for necessaries, nor to deal therein with the soldiers, nor to have any pecuniary transactions with the tradesmen or dealers in those articles, but is simply to be the storekeeper thereof.

The

The paymaster shall keep the accounts of the necessaries, under such orders as may be given to him by the Secretary of State for War.

81. The stoppages for articles of necessaries, issued to the men out of these supplies, are to be retained by the paymaster, who, after carrying to the account of the contingent fund the authorised deduction for losses, shall remit the remainder quarterly, under the orders of the commanding officer to the tradesman, in liquidation of his account.

82. Whenever a supply shall be procured under these regulations, if the commanding officer under whose direction it was ordered should leave the regiment before the articles had been issued and paid for, his successor shall be bound to see the whole of that supply issued before the issue of any fresh supply of articles of the same description is commenced upon.

83. In the case of transfers from one service to another, the difference in the value of the kit will, if requisite, be granted to the man transferred, to enable him to complete his necessaries; the sum so allowed is to be charged in the contingent accounts, supported by a certificate of the commanding officer.

84. Transfers from the Infantry to Royal Artillery and Highland regiments will be allowed the under-mentioned sums for difference of kit:—

	£.	s.	d.		£.	s.	d.
If tranferred to Royal Artillery	1	10	–	If transferred to 79th Regiment	1	5	–
„ Royal Engineers	1	1	–	„ 92d „	1	5	–
„ 42d Regiment	1	5	–	„ 71st „	–	10	–
„ 93d „	1	5	–	„ 72d „	–	10	–
„ 78th „	1	5	–	„ 74th „	–	10	–

85. Recruits being now supplied with a complete kit at the public expense, the following rule will be observed regarding the articles of horse equipment in cavalry corps. The articles alluded to are the following:—

Cavalry Corps.

Valise.	Horse log.	Horse picker.
Corn bag.	Currycomb.	Pair of scissors.
Stable bag.	Water sponge.	

When a soldier becomes non-effective, or is transferred to a corps where the above articles do not form a portion of his equipment within 12 months from the date of his enlistment, these articles are to be considered the property of the public, and are to be taken possession of by the quartermaster. At foreign stations, and in service troops at home, they are to be sold, and the proceeds credited to the public in the contingent accounts, supported by a certificate of the officer commanding as to the sum realised.

At depôts or at stations where recruits are likely to join, the valise is to be exception to the above rule; a board of survey is to be held on it to fix its value, and it is to be issued to a recruit, together with the difference in money in the manner laid down in paragraph 87 for the knapsacks of non-effective men in the infantry of the line.

		s.	d.
The value of a new valise is	leather	17	6
	cloth	10	6

When a recruit is transferred from one cavalry regiment to another, he will take his horse equipment with him.

86. When an officer is called upon to certify an account or bill of any kind for payment, he is to take every precaution that his signature is not given twice for the same articles, and it is to be clearly understood that should any double payment be made in consequence of his having certified twice over, he will be held responsible for the amount so overpaid.

87. When a soldier of any infantry corps becomes non-effective by death, desertion, or any cause* within two years from the date of his receiving or providing himself with a new knapsack, that article is to be taken possession of by the quartermaster; *if fit for issue to a recruit*, a board of officers is to be assembled to fix the value of it. The sum declared to be the value of the knapsack is to be charged to the public in the contingent accounts, and credited to the captain of the company, to be accounted for with the man's effects.

The knapsack is to be issued to the first recruit who may join, and the difference between the value of the article so issued and that of a new knapsack (14*s.*) is to be paid to the recruit in money as compensation for not being supplied with a new one.

The sum thus paid to the recruit is to be charged in the contingent accounts, supported by vouchers, and a certificate of the officer commanding.

The above rule is only to apply to depôts or to the head-quarters of corps where recruits join. In all other cases the knapsack is to be sold with the rest of the man's effects—the intention being that no expense should be incurred for the carriage of the knapsack from one place to another.

Commanding officers will use their discretion in carrying out this regulation.

88. Upon

* Except discharge, in which case he will have the option of taking the knapsack with him.

Appendix, No. 2.

88. Upon the removal of a regiment or depôt from one station to another, the expense of conveying such surplus clothing, free kits, and accoutrements as are necessarily in store will be defrayed by the public; the sum actually expended may be charged in the contingent accounts, properly supported by vouchers.

89. All printed forms will be supplied upon demands addressed to the Secretary of State for War, describing accurately the form required.

90. Store chests for the carriage of surplus clothing and free kits will be provided, when actually required, at the public expense, upon application to the Secretary of State for War. The number allowed is not to exceed two for the service companies or troops of each regiment and one for each depôt.

When application for a renewal of these articles is made, a statement must be forwarded by the officer commanding, showing how long they have been in use and the circumstance under which they have become unserviceable.

COMPARATIVE STATEMENT of the Cost of certain Articles of Clothing in the British and French Infantry.

	BRITISH.				FRENCH.				REMARKS.
	Tunic, 1857-8.	Trousers, 1857-8.	Cost per Yard of Tunic Cloth, 1857-8.	Chaco, complete, 1857-8.	Tunic.	Trousers.	Cost per Yard of Tunic Cloth.	Chaco, complete.	
	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	
Serjeants	1 4 4	- 11 7	- 9 2	- 6 8	- 17 6½	- 10 1½	- 7 9¾	- 8 2½	
Privates	1 1 10	- 8 2	- 8 9	- 5 8	- 14 11½	- 8 5½	- 6 4½		
Great Coat	14 s. 6 d.				Great Coat	17 s. 1 d.			

Mem.—The above statement shows the price of each article, and in the case of the British clothing the sums named are the total cost of production, while in the French service, the clothing being made up in the regiments by soldier tailors of the supernumerary company (which is maintained in every corps for the purpose), the regimental pay and allowances of these men must be added to the prices of the clothing.

The price of the cloth of which the tunic is made in the French service is more than 30 per cent. less than the cost of the new cloth used in the tunics supplied by the War Office to the British infantry in 1857-8.

The English chaco, great coat, and trousers are produced at a lower rate than the French, irrespective of the charge to be added to the latter for the regimental pay, &c., of the military tailors employed in making them.

EXISTING CONTRACTS FOR MATERIALS OF ARMY CLOTHING.

CONTRACT PRICES for STAFF CLOTHING (made up and in Materials) for Regiments serving in *India* for 1858–9.

Contractor.	Date of Contract.	Duration of Contract.	RANK.	MADE UP. TUNICS. Line. £. s. d.	Rifle. £. s. d.	Highland. £. s. d.	TROUSERS. Line. £. s. d.	Rifle. £. s. d.	Highland. £. s. d.	VESTS. Highland. £. s. d.
Hamburger & Co.	29 April 1857 (7152—89.)	31 March 1858.	Band-master	2 10 6	2 18 –	2 17 –	1 1 –	1 1 –	1 2 –	1 2 –
			Drum-major	3 13 –	4 1 6	4 5 6	1 1 –	1 1 –	1 2 –	1 2 –
			Quartermaster-serjeant	2 10 –	3 8 6	3 2 10	1 1 –	1 1 –	1 2 –	1 2 –
			Serjeant-major	2 14 –	3 17 6	3 8 10	1 1 –	1 1 –	1 2 –	1 2 –
			Serjeants	– –	– –	– –	– –	– –	– –	– 14 6
			Privates	– –	– –	– –	– –	– –	– –	– 6 8
Dolan & Co.	29 April 1857 (7152—89.)	31 March 1858	For Light Infantry and Fusilier Regts. Band-master	2 17 3	2 19 6	3 7 –	1 2 8	1 4 –	1 4 –	1 5 –
			Drum-major	3 14 –	4 3 7	4 15 7	1 2 8	1 4 –	1 4 –	2 4 –
			Quartermaster-serjeant	2 17 3	3 14 2	3 13 4	1 2 8	1 4 –	1 4 –	1 12 6
			Serjeant-major	3 – 3	4 – 3	3 19 4	1 2 8	1 4 –	1 4 –	1 18 –
			Serjeants	– –	– –	– –	– –	– –	– –	– 14 10
			Privates	– –	– –	– –	– –	– –	– –	– 6 5
Tait & Co.	29 April 1857 (7152—89.)	31 March 1858	For Light Infantry and Fusilier Regts. Band-master	3 9 10	—	—	—	—	—	—
			Drum-major	4 3 –	—	—	—	—	—	—
			Quartermaster-serjt.	3 – –	—	—	—	—	—	—
			Serjt.-major	3 5 7	—	—	—	—	—	—
Hamburger & Co.	29 April 1857 (7152—89.)	31 March 1858	Band-master	2 12 6	2 17 9	– –	1 – 9	1 2 –	—	—
			Drum-major	3 12 6	4 4 –	– –	1 – 9	1 2 –	—	—
			Quartermaster-serjeant	2 12 6	3 11 3	– –	1 – 9	1 2 –	—	—
			Serjeant-major	2 15 6	3 19 9	– –	1 – 9	1 2 –	—	—
			Band-master	2 2 3	2 7 6	2 7 –	– 17 8	– 18 10	– 19 –	– 18 8
			Drum-major	2 19 10	3 13 9	3 15 7	– 17 8	– 18 10	– 19 –	– 18 8
			Quartermaster-serjeant	2 2 3	3 1 –	2 13 4	– 17 8	– 18 10	– 19 –	– 18 8
			Serjeant-major	2 5 3	3 9 6	2 19 4	– 17 8	– 18 10	– 19 –	– 18 8
			Serjeants	– –	– –	– –	– –	– –	– –	– 13 6
			Privates	– –	– –	– –	– –	– –	– –	– 6 1
Dolan & Co.	29 April 1857 (7152—89.)	31 March 1858	For Light Infantry and Fusilier Regts. Band-master	2 7 3	2 9 6	2 7 –	– 17 8	– 19 –	– 19 –	– 18 –
			Drum-major	3 4 10	3 13 7	3 15 7	– 17 8	– 19 –	– 19 –	1 17 –
			Quartermaster-serjeant	2 7 3	3 4 2	2 13 4	– 17 8	– 19 –	– 19 –	1 5 6
			Serjeant-major	2 10 3	3 10 3	2 19 4	– 17 8	– 19 –	– 19 –	1 11 –
			Serjeants	– –	– –	– –	– –	– –	– –	– 13 10
			Privates	– –	– –	– –	– –	– –	– –	– 5 11
Dolan & Co.	29 April 1857 (7152—89.)	31 March 1858	For Light Infantry and Fusilier Regts. Band-master	2 19 10	—	—	—	—	—	—
			Drum-major	3 13 –	—	—	—	—	—	—
			Quartermaster-serjt.	2 10 –	—	—	—	—	—	—
			Serjt.-major	2 15 7	—	—	—	—	—	—
Tait & Co.	29 April 1857 (7152—89.)	31 March 1858	Band-master	2 2 3	2 7 6	– –	– 17 8	– 18 10	—	—
			Drum-major	2 19 10	3 13 9	– –	– 17 8	– 18 10	—	—
			Quartermaster-serjeant	2 2 3	3 1 –	– –	– 17 8	– 18 10	—	—
			Serjeant-major	2 5 3	3 9 6	– –	– 17 8	– 18 10	—	—

Military Store Office, Weedon, 25 May 1857.

J. S. Elliott, Principal Military Storekeeper.

CONTRACT PRICES for GARNITURE in Materials for Regiments serving in *India* for 1858-9.
(The Cloth being supplied from Weedon.)

Date of Contract.	Duration of Contract.	RANK.	HAMBURGER & CO.						DOLAN & CO.						TAIT & CO.					
			Line.			Rifle.			Highland.			Line.			Rifle.			Highland.			Highland.
			£.	s.	d.	£.	s.	d.	£.	s.	d.	£.	s.	d.	£.	s.	d.	£.	s.	d.	£.	s. d.
29 April 1857 (7152—89).	31 March 1858.	Band-master Tunics	1	1	3	1	8	–	1	7	6	1	7	3	1	9	6	1	9	6	1	2 3
		Band-master Trousers	–	2	8	–	2	6	–	2	8	–	2	6	–	2	6	–	2	6	–	1 8
		Drum-major Tunics	1	18	10	2	14	–	2	16	–	2	4	10	2	13	7	2	18	1	1	13 6
		Drum-major Trousers	–	2	8	–	2	8	–	2	8	–	2	6	–	2	6	–	2	6	–	1 8
		Quarter-master-serjeant Tunics	1	1	3	1	13	6	1	13	6	1	7	3	2	4	2	1	15	10	1	2 3
		Quarter-master-serjeant Trousers	–	2	8	–	2	8	–	2	8	–	2	6	–	2	6	–	2	6	–	1 8
		Serjeant-major Tunics	1	4	3	1	19	6	1	19	6	1	10	3	2	10	3	2	1	10	1	5 6
		Serjeant-major Trousers	–	2	8	–	2	8	–	2	8	–	2	6	–	2	6	–	2	6	–	1 8
		Serjeants Tunics	–	5	6	–	5	6	–	5	6	–	6	8	–	6	8	–	8	3	–	6 3
		Serjeants Trousers	–	–	11	–	–	11	–	–	11	–	1	6	–	1	6	–	1	6	–	– 11
		Drummers Tunics	–	10	10	–	–	–	–	–	–	–	10	8	–	10	8	–	11	9	–	10 3
		Drummers Trousers	–	–	10	–	–	–	–	–	–	–	1	–	–	1	–	–	1	6	–	– 8
		Privates Tunics	–	5	3	–	5	9	–	5	9	–	5	6	–	5	6	–	7	3	–	5 3
		Privates Trousers	–	–	10	–	–	10	–	–	10	–	1	–	–	1	–	–	1	–	–	– 8
		Band Tunics	–	–	–	–	–	–	–	–	–	–	6	11	–	6	11	–	8	8	–	6 3
		Band Trousers	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	– 11

PRICES charged by Messrs. *Dolan & Co.* for GARNITURE in Materials to TUNICS for Light Infantry and Fusilier Regiments serving in *India*, 1858-9.
(The Cloth being supplied from Weedon.)

29 April 1857 (7152—89)	31 March 1858.	Band-master	1	19	10
		Drum-major	2	13	–
		Quartermaster-serjeant	1	10	–
		Serjeant-major	1	15	7
		Serjeants	–	7	3

J. S. Elliott, Principal Military Storekeeper.

STATEMENT showing the PRICES charged by Contractors for Supplying Band-Masters' and Staff Serjeants' TUNICS, TROUSERS, and VESTS, complete, for the Year 1857-8, with the Average Price.

	Dolan & Co.			Tait & Co.		Hamburger & Co.		Average Price.		
	Tunics.	Trousers.	Vests.	Tunics.	Trousers.	Tunics.	Trousers.	Tunics.	Trousers.	Vests.
REGIMENTS of the LINE:										
Band-master	42/3	17/8	–	42/3	17/8	42/3	17/8	42/3	17/8	
Drum-major	59/10	17/8	–	59/10	17/8	59/10	17/8	59/10	17/8	
Serjeant-major	45/3	17/8	–	45/3	17/8	45/3	17/8	45/3	17/8	
Quartermaster-serjeant	42/3	17/8	–	42/3	17/8	42/3	17/8	42/3	17/8	
RIFLE REGIMENTS:										
Band-master	–	–	–	47/6	18/10	47/6	18/10	47/6	18/10	
Bugle-major	–	–	–	73/9	18/10	73/9	18/10	73/9	18/10	
Serjeant-major	–	–	–	69/6	18/10	69/6	18/10	69/6	18/10	
Quartermaster-serjeant	–	–	–	61/	18/10	61/	18/10	61/	18/10	
HIGHLAND REGIMENTS:										
Band-master	47/	19/	18/8	–	–	–	–	47/	19/	18/8
Drum-major	75/7	19/	37/8	–	–	–	–	75/7	19/	37/8
Serjeant-major	59/4	19/	31/8	–	–	–	–	59/4	19/	31/8
Quartermaster-serjeant	53/4	19/	26/2	–	–	–	–	53/4	19/	26/2
Serjeants	–	–	14/10	–	–	–	–	–	–	14/10
Bandsmen	–	–	14/10	–	–	–	–	–	–	14/10
Drummers	–	–	6/5	–	–	–	–	–	–	6/5
Privates	–	–	6/5	–	–	–	–	–	–	6/5

Weedon, 27 May 1857.

J. S. Elliott, Principal Military Storekeeper.

CONTRACT PRICES for making up CLOTHING for the Regiments serving in *India* for 1858-9.

Name of Contractor.	Date of Contract.	Duration of Contract.	RANKS.	TUNICS. Line.	TUNICS. Rifles.	TUNICS. Highlanders.	TROUSERS, PAIRS. Line.	TROUSERS, PAIRS. Rifles.	TROUSERS, PAIRS. Highlanders.	Quantity of Cloth required for each Garment.
				£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	
Dolan & Co. -	30 March 1857 (7152—31.)	1858-9	Serjeants - -	- 9 2	- 9 2	- 11 3	- 2 -	- 1 8	- 1 8	1 17/36 yards for line tunics.
			Band Serjeants -	- 10 6	- 10 6	- 12 2	- 2 -	- 2 -	- 1 8	
			Bandsmen -	- 9 7	- 9 6	- 11 2	- 2 -	- 1 8	- 1 8	1 9/36 yards for Highland tunics.
			Drummers or Buglers.	- 13 2	- 11 5	- -	- 1 6	- 1 8	—	
			Privates - -	- 8 3	- 8 3	- 10 -	- 1 5	- 1 3	- 1 3	1 19/36 yards for each pair of trousers.
			Light Infantry and Fusilier.	- 9 9	—	—	—	—	—	
Hamburger, Rogers, & Co.	30 March 1857 (7152—31.)	1858-9	Serjeants - -	- 9 10	- 9 4	- 9 6	- 2 6	- 2 6	- 2 6	1 15/36 yards for tunics.
			Band Serjeants -	- 9 10	- 9 4	- 9 10	- 2 6	- 2 6	- 2 6	
			Bandsmen -	- 9 3	- 9 7	- 9 4	- 2 6	- 2 3	- 2 6	1 9/36 yards for trousers.
			Drummers or Buglers.	- 15 4	- 10 -	- -	- 2 3	- 2 3	—	
			Privates - -	- 8 9	- 8 6	- 9 2	- 2 3	- 2 3	- 2 3	
Tait & Co. - -	30 March 1857 (7152—31.)	1858-9	Serjeants - -	- 11 3	- 11 6	- -	- 2 -	- 1 9	—	1 13/36 yards for tunics.
			Band Serjeants -	- 12 -	- 12 6	- -	- 2 -	- 1 9	—	
			Bandsmen -	- 11 3	- 11 6	- -	- 2 -	- 1 9	—	1 9/36 yards for trousers.
			Drummers or Buglers.	- 15 3	- 14 3	- -	- 1 8	- 1 5	—	
			Privates - -	- 8 9	- 8 11	- -	- 1 8	- 1 5	—	

J. S. Elliott, Principal Military Storekeeper.

CONTRACT PRICES of CLOTHING for Staff Serjeants of Invalid Depôts.

NAME of CONTRACTOR.	DATE of CONTRACT.	Duration of Contract.	RANK.	TUNICS. Made up.	TUNICS. In Materials.	TROUSERS. Made up.	TROUSERS. In Materials.
				£. s. d.	£. s. d.	£. s. d.	£. s. d.
Hamburger, Rogers, & Co. -	31 March 1857 (7152—36.) -	31 Mar. 1858	Serjeant-major -	2 14 -	2 8 -	1 1 -	- 18 6
			Quartermaster - serjeant.	2 10 -	2 4 -	1 1 -	- 18 6
			Serjeants - -	1 15 -	1 10 6	- 13 -	- 12 -

CONTRACT PRICES of CLOTHING for Staff Serjeants at Cavalry Depôts.

NAME of CONTRACTOR.	DATE of CONTRACT.	Duration of Contract.	RANK.	TUNICS. Made up.	TUNICS. In Materials.	OVERALLS. Made up.	OVERALLS. In Materials.
				£. s. d.	£. s. d.	£. s. d.	£. s. d.
Hamburger, Rogers, & Co. -	31 March 1857 (7152—36.) -	31 Mar. 1858	Serjeant-major -	6 6 -	5 12 -	1 10 -	1 6 -
			Serjeants - -	1 12 3	1 7 3	1 6 -	1 2 -
			Farrier-majors -	1 12 6	1 7 6	1 6 -	1 2 -

CONTRACT PRICES of CLOTHING for Garrison Serjeants.

NAME of CONTRACTOR.	DATE of CONTRACT.	Duration of Contract.	RANK.	TUNICS. Made up.	TUNICS. In Materials.	TROUSERS. Made up.	TROUSERS. In Materials.
				£. s. d.	£. s. d.	£. s. d.	£. s. d.
Hamburger, Rogers, & Co. -	31 March 1857 (7152—36.) -	31 Mar. 1858	Serjeant-major -	4 14 -	2 8 -	1 1 -	- 18 6
			Quartermaster - serjeant.	2 10 -	2 4 -	1 1 -	- 18 6
			Serjeants - -	1 15 -	1 10 6	- 13 -	- 12 -
			Port-serjeant - -	1 15 -	1 10 6	- 13 -	- 12 -
			Town-serjeant - -	1 15 -	1 10 6	- 13 -	- 12 -
			Serjeant-clerk -	1 15 -	1 10 6	- 13 -	- 12 -

J. S. Elliott, Principal Military Storekeeper.

CONTRACT PRICES of CLOTHING for Staff Serjeants of Depôt Battalions of the Line Regiments.

NAME of CONTRACTOR.	DATE of CONTRACT.	Duration of Contract.	RANK.	TUNICS. Made up.	TUNICS. In Materials.	TROUSERS. Made up.	TROUSERS. In Materials.
				£. s. d.	£. s. d.	£. s. d.	£. s. d.
Hamburger, Rogers, & Co.	31 March 1857 (7152—36.)	31 Mar. 1858	Serjeant-major	2 14 –	2 8 –	1 1 –	– 18 6
			Quartermaster-serjeant	2 10 –	2 4 –	1 1 –	– 18 6
			Drum-major, or Bugle-major	3 3 –	2 15 –	1 1 –	– 18 6
			Armourer-serjeant	1 15 –	1 10 6	– 13 –	– 12 –
			Paymaster-serjeant	1 15 –	1 10 6	– 13 –	– 12 –
			Provost-serjeant	1 15 –	1 10 6	– 13 –	– 12 –
			Hospital serjeant	1 15 –	1 10 6	– 13 –	– 12 –
			Orderly-room clerk	1 15 –	1 10 6	– 13 –	– 12 –

CONTRACT PRICES of CLOTHING for Staff Serjeants of Depôt Battalions of Rifle Regiments.

NAME of CONTRACTOR.	DATE of CONTRACT.	Duration of Contract.	RANK.	TUNICS. Made up.	TUNICS. In Materials.	TROUSERS. Made up.	TROUSERS. In Materials.
				£. s. d.	£. s. d.	£. s. d.	£. s. d.
Hamburger, Rogers, & Co.	31 March 1857 (7152—36.)	31 Mar. 1858	Serjeant-major	3 17 6	3 5 6	1 1 –	– 18 6
			Quartermaster-serjeant	3 8 6	2 16 6	1 1 –	– 18 6
			Drum, or Bugle-major	3 17 6	3 5 6	1 1 –	– 18 6
			Armourer-serjeant	1 15 –	1 10 6	– 16 6	– 15 6
			Paymaster-serjeant	1 15 –	1 10 6	– 16 6	– 15 6
			Provost-serjeant	1 15 –	1 10 6	– 16 6	– 15 6
			Hospital-serjeant	1 15 –	1 10 6	– 16 6	– 15 6
			Orderly-room-clerk	1 15 –	1 10 6	– 16 6	– 15 6

Military Store Office, Weedon, 27 May 1857.

J. S. Elliott, Principal Military Storekeeper.

CONTRACT PRICE for CLOTHING of Staff Serjeants of Recruiting Districts.

NAME of CONTRACTOR.	DATE of CONTRACT.	Duration of Contract.	RANK.	TUNICS. Made up.	TUNICS. In Materials.	TROUSERS. Made up.	TROUSERS. In Materials.
				£. s. d.	£. s. d.	£. s. d.	£. s. d.
Marks & Co.	31 March 1857 (7152—36).	31 March 1858	Serjeant-major	3 – –	2 15 –	– 16 6	– 15 –
			Staff Serjeants	1 8 6	1 5 –	– 14 –	– 13 –

CONTRACT PRICES for CLOTHING and CHACOS for Instructors of Musketry.

NAME of CONTRACTOR.	DATE of CONTRACT.	Duration of Contract.	RANKS.	Tunics.	Trousers.	Chacos.
				£. s. d.	£. s. d.	£. s. d.
Babb & Co.	23 July 1856 (Y.—6792)	31 March 1857	1st Class	3 – –	– 16 –	—
			2d Class	2 17 –	– 16 –	—
			3d Class	2 16 –	– 16 –	—
Almond & Co.	30 August 1856 (Y.—6815).	31 March 1857	1st Class	– – –	– – –	– 17 –
			2d Class	– – –	– – –	– 17 –
			3d Class	– – –	– – –	– 17 –

Military Store Office, Weedon, 27 May 1857.

J. S. Elliott, Principal Military Storekeeper.

CONTRACT PRICE for CLOTHING for Service of Garrison Schoolmasters.

CONTRACTOR.	Date of Contract.	Duration of Contract.	Articles.	First Class.	Second Class.	Third Class.	Fourth Class.
				£. s. d.	£. s. d.	£. s. d.	£. s. d.
J. M. Marks -	24 May 1856 - (Y. 18,229.)	31 Mar. 1857	Frock coat -	1 15 –	1 13 –	1 11 –	1 9 –
			Trousers, pair -	– 16 6	– 16 6	– 16 6	– 16 6
			Shoulder knots -	– 9 –	– 9 –	– 9 –	—
			Cap - - -	– 8 6	– 8 6	– 5 6	– 5 6
			Oil-skin cover -	– 1 –	– 1 –	– 1 –	– 1 –

Military Store Office, Weedon, 25 May 1857.

J. S. Elliott,
Principal Military Storekeeper.

CONTRACT PRICES of CLOTHING for Service of Military Prisons.

CONTRACTOR.	Date of Contract.	Duration of Contract.	Articles.	Chief Warder.	Warders.
				£. s. d.	£. s. d.
J. M. Marks - - - - -	20 December 1856 - (Y. 16,048.)	31 Mar. 1859	Great coat - -	1 17 –	1 10 –
			Frock coat - -	2 6 –	1 8 –
			Trousers, pair -	1 1 –	– 16 6
			Cap and cover -	– 16 –	– 5 6

Military Store Office, Weedon, 25 May 1857.

J. S. Elliott,
Principal Military Storekeeper.

RETURN of PRICES Charged by Contractor for CLOTHING for Corps of Enrolled Pensioners and Permanent Staffs of Pensioners.

Date, Letter, and Number of Contract.	Name of Contractor.	Duration of Contract.	Staff Serjeants.		Serjeant-Majors.		Serjeants.		Privates.	
			Tunics.	Trousers.	Tunics.	Trousers.	Tunics.	Trousers.	Tunics.	Trousers.
			s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
3 April 1857 - - (Y. 142—45.)	Gilpin & Co. - -	1 April 1858	24 3	14 –	24 3	14 –	24 3	14 –	20 9	7 10

Military Store Office, Weedon, 27 May 1857.

J. S. Elliott,
Principal Military Storekeeper.

CONTRACT PRICES for CLOTHING for all Ranks of the Military Train.

Name of Contractor.	Date of Contract.	Duration of Contract.	RANKS.	Tunics. £. s. d.	Overalls. £. s. d.	Remarks.
Messrs. Clarke & Stephens.	19 March 1857 (Y. 152—21).	For the year 1857–8.	Serjeant-major - -	2 4 9	2 4 –	Shoulder straps and badges of distinction not included in the price of the tunics.
			Quartermaster-serjeants			
			Paymaster-serjeants -			
			Orderly-room clerk -			
			Armourer-serjeant -			
			Trumpet-major -	1 5 9	1 9 4	
			Serjeant wheelers -			
			Serjeant saddlers -			
			Farrier-majors - -			
			Wheelers - - -			
			Smiths - - -			
			Collar and harness-makers - -	1 3 10	1 6 2	
			Farriers - - -			
			Troop serjeant-majors	1 5 9	1 9 4	
			Serjeants - - -	1 5 9	1 6 2	
			Corporals - - -			
			Trumpeters - - -	1 3 10	1 6 2	
			Privates - - -			

Military Store Office, Weedon, 27 May 1857.

J. S. Elliott, Principal Military Storekeeper.

STATEMENT of PRICES paid per Gross to the several Contractors for the Supply of BUTTONS.

CONTRACTORS.	LINE AND HIGHLAND REGIMENTS.				RIFLES.		CAVALRY.			
	GILT.		BRASS.				GILT.		BRASS.	
	Coat.	Jacket.	Coat.	Jacket.	Large.	Small.	Large.	Small.	Large.	Small.
Nutting - -	10/6	6/	3/2	1/10 ½	1/4	1/	10/6	6/	3/2	1/10 ½
Smith, Kemp, & Co.	11/	6/6	4/6	2/6	3/	2/	11/	6/6	4/6	2/6
Formin & Sons -	12/	8/	4/6	2/10	2/9	1/7	15/	9/	4/9	3/

Military Store Office, Weedon, 25 May 1857.

J. S. Elliott, Principal Military Storekeeper.

STATEMENT of PRICES charged by Contractors for CHACOS of Line Regiments, HELMETS for Cavalry, &c. &c.

Date, Letter, and Number of Order.	CONTRACTORS.	Date of Termination of Contract.	Line. Chacos. Staff Serjeants.	Line. Chacos. Serjeants.	Line. Chacos. Rank and File.	Chacos for Instructors of Musketry.	Heavy Cavalry. Helmets. Staff Serjeants.	Heavy Cavalry. Helmets. All other Ranks.	Heavy Cavalry. Busbies. Staff Serjeants.	Heavy Cavalry. Busbies. All other Ranks	Light Cavalry. Chacos. Staff Serjeants.	Light Cavalry. Chacos. Serjeants.	Light Cavalry. Chacos. Rank and File.	Lancers. Caps. Staff Serjeants.	Lancers. Caps. Serjeants.	Lancers. Caps. Rank and File.	Enrolled Pensioners. Caps. Staff Serjeants.	Enrolled Pensioners. Caps. Sergeants.	Enrolled Pensioners. Caps. Privates.	Military Train. Chacos. Staff Serjeants.	Military Train. Chacos. All Ranks.
6 August 1856 (Y. 20,928).	Messrs. Dolan & Co.	1 April 1858	20/	6/6	5/6	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
6 August 1856 (Y. 20,928).	Messrs. Isaacs & Co.	1 April 1858	17/2	6/8	5/8	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
6 August 1856 (Y. 20,928.)	Messrs. Tait & Co.	1 April 1858	20/	6/9	5/9	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
30 August 1856 (Y. 6815).	Messrs. Almond & Co.	1 April 1858	–	–	–	17/	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
8 October 1856 (Y. 20,952).	Messrs. Hamburger Co.	31 Mar. 1860	–	–	–	–	35/	26/	84/	15/3	—	—	—	—	—	—	—	—	—	—	—
8 October 1856 (Y. 20,952).	Messrs. Dolan & Co.	31 Mar. 1860	–	–	–	–	–	–	–	–	63/	14/	10/	—	—	—	—	—	—	—	—
8 October 1856 (Y. 20,952).	Messrs. Almond & Co.	31 Mar. 1860	–	–	–	–	–	–	–	–	–	–	–	76/	21/6	15/4½	—	—	—	—	—
17 January 1857 (51—Penrs.—1)	M. Jean Rath -	31 Dec. 1858	–	–	–	–	–	–	–	–	–	–	–	–	–	–	9/	2/9	2/7	—	—
17 March 1857 (7153—12).	Messrs. G. & W. Almond.	1 April 1858	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	25/	7/6

Military Store Office, Weedon, 27 May 1857.

J. S. Elliott, Principal Military Storekeeper.

CONTRACT PRICES for CHACOS for Staff Serjeants of the Depôt Battalions, &c.

Name of Contractor.	Date of Contract.	Duration of Contract.	Service.	Serjeant-Major.	Quartermaster-Serjeant.	Drum or Bugle Major.	Armourer-Serjeant.	Paymaster-Serjeant	Provost-Serjeant.	Hospital-Serjeant.	Orderly-Room-Clerk.	Serjeants.	Port-Serjeant.	Town-Serjeant.	Serjeant-Clerk.	Farrier-Major
Messrs. Dolan & Co. -	18 April 1857 (51—Genl. No. 261).	31 March 1858.	Depôt battalions, line and rifle.	20/	20/	20/	6/6	6/6	6/6	6/6	6/6	—	—	—	—	—
			Invalid depôts -	20/	20/	–	–	–	–	–	–	6/6	—	—	—	—
			Garrison serjeants -	20/	20/	–	–	–	–	–	–	6/6	6/6	6/6	6/6	—
			Recruiting districts -	20/	–	–	–	–	–	–	–	6/6	—	—	—	—
			Cavalry depôts -	75/	–	–	–	–	–	–	–	16/6	–	–	–	16/6

Military Store Office, Weedon, 27 May 1857.

J. S. Elliott, Principal Military Storekeeper.

RETURN of existing CONTRACT PRICES for SHABRAQUES for Cavalry Regiments.

Date, Letter, and Number of Contract.	CONTRACTORS.	Duration of Contract.	Heavy Dragoons. 1st Dragoon Guards.	Heavy Dragoons. 2d Dragoon Guards.	Heavy Dragoons. 3d Dragoon Guards.	Heavy Dragoons. 4th Dragoon Guards.	Heavy Dragoons. 5th Dragoon Guards.	Heavy Dragoons. 6th Dragoon Guards.	Heavy Dragoons. 7th Dragoon Guards.	Heavy Dragoons. 1st Dragoons.	Heavy Dragoons. 2d Dragoons.	Heavy Dragoons. 6th Dragoons.	Light Dragoons. 3d Dragoons.	Light Dragoons. 4th Dragoons.	Light Dragoons. 16th Dragoons.	Light Dragoons. 14th Dragoons.	Hussars. 7th Hussars.	Hussars. 8th Hussars.	Hussars. 10th Hussars.	Hussars. 11th Hussars.	Hussars. 15th Hussars.	Lancers. 9th Lancers.	Lancers. 12th Lancers.	Lancers. 16th Lancers.	Lancers. 17th Lancers.
1857: 6 March (7161–4).	Messrs. Cuff & Son	- -	22/6	22/6	22/6	22/6	22/	23/9	22/6	22/6	23/7	23/3	—												
Ditto -	Messrs. Hamburger & Co.	- -	–	–	–	–	–	–	–	–	–	–	26/9	26/9	26/9	26/9	27/7	27/7	27/7	27/7	27/7	—			
Ditto -	Messrs. Prater & Co.	- -	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	25/10	27/6	26/2	26/7

Military Store Office, Weedon, 27 May 1857.

J. S. Elliott, Principal Military Storekeeper.

RETURN of the existing CONTRACTS for GARNITURE and TRIMMINGS for making up Clothing for Line Regiments.

NAME OF CONTRACTOR.	DESCRIPTION OF SUPPLY.	DATE OF CONTRACT.	Amount of Contract.	PRICE.
A. and S. Henry & Co.	Calico, yards — Grey, No. 11	25 March 1857 (7142—74)	10,250	4*d.* per yard.
	Calico, yards — White, No. 2	ditto	700	3 13/16 *d.* ditto.
	Calico, yards — „ No. 15	ditto	159,000	4 1/4 *d.* ditto.
	Twillett, yards — Black, No. 4	ditto	30	4 5/8 *d.* ditto.
	Twillett, yards — White, No. 5	ditto	50	4 3/8 *d.* ditto.
Hamburger, Rogers & Co.	Wadding, sheets	27 March 1857 (7146—32)	500	2*d.* per sheet.
	Twist, yards — Black, staff	27 March 1857 (7146—24)	50	1*s.* 1*d.* per doz.
	Twist, yards — „ all ranks	ditto	10,980	1*s.* 1*d.* ditto.
	Twist, yards — White	ditto	2,800	9 1/2 *d.* ditto.
	Twist, yards — Scarlet	ditto	15,400	1*s.* ditto.
	Twist, yards — Red	ditto	91,700	1*s.* ditto.
John Ledger & Sons	Buckram	25 March 1857 (7135—10)	7,500	7 1/4 *d.* per yard.
	Linen, yards — Brown, staff	ditto	200	7*d.* ditto.
	Linen, yards — „ all ranks	ditto	61,000	5 1/2 *d.* ditto.
	Linen, yards — Black „	ditto	7,250	9*d.* ditto.
Charles Prater & Co.	Ratinette, yds. — Black			1*s.* 2 3/4 *d.* ditto.
	Ratinette, yds. — No. 1, white	ditto	750	1*s.* 3 3/4 *d.* ditto.
	Ratinette, yds. — No. 2, white			1*s.* 6 1/2 *d.* ditto.
	Thread, sewing — Whited brown	ditto	Running	1*s.* 10 1/2 *d.* per lb.
	Thread, sewing — Red			
	Thread, sewing — Black			
	Canvas, stay, yards — No. 6	ditto	26,000	4 3/4 *d.* per yard.
	Canvas, stay, yards — No. 10			6 3/4 *d.* ditto.
	Tape, stay	ditto	259,750	1*d.* per dozen.
Appleton & Sons	Lace, yards — White	27 March 1857 (7146—28)	64,250	5 1/2 *d.* ditto.
	Lace, yards — Black	ditto	9,000	5 1/2 *d.* ditto.
	Lace, yards — Scarlet	ditto	1,825	6 1/4 *d.* ditto.
	Lace, yards — Red	ditto	26,500	6*d.* ditto.
	Lace, yards — Drummers	ditto	7,638	4*s.* ditto.
Davies & Co.	Lace, yards — White	ditto	64,250	5 1/2 *d.* ditto.
	Lace, yards — Black	ditto	9,000	5 1/2 *d.* ditto.
	Lace, yards — Scarlet	ditto	1,825	6*d.* ditto.
	Lace, yards — Red	ditto	26,500	6*d.* ditto.
	Lace, yards — Drummers	ditto	7,410	4*s.* ditto.
S. Reynolds & Son	Lace, gold	21 March 1857 (7146—18)	2,125	2*s.* 1*d.* per yard.
Appleton & Sons	Cord, yards — Drummers	27 March 1857 (7146—27)	480	6 1/4 *d.* per doz. yds.
	Cord, yards — Highland, staff	ditto	2,100	21*s.* ditto.
	Cord, yards — Black	ditto	3,600	8*s.* ditto.
	Cord, yards — Highland, all ranks.	ditto	29,000	6 *d.* ditto.
S. Reynolds & Son	Cord, yards — Gold, large	21 March 1857 (7146—18)	115	1*s.* 4*d.* per yard.
	Cord, yards — „ middling	ditto	290	11 1/2 *d.* ditto.
	Cord, yards — „ small	ditto	30	11 1/2 *d.* ditto.
Hamburger, Rogers & Co.	Alpaca, yards	27 March 1857 (7146—30)	100	13*s.* ditto.
	Silk, hanks — Scarlet	ditto	400	1*l.* 15*s.* per lb.
	Silk, hanks — White	ditto	600	1*l.* 15*s.* ditto.
	Silk, hanks — Black	ditto	1,050	1*l.* 7*s.* ditto.
	Silk, hanks — Yellow	ditto	550	1*l.* 15*s.* ditto.
Smith, Kemp, & Wright	Buttons, doz. — Iron, 4-hole	18 April 1857 (7151—33)	3,150	1/2 *d.* per dozen.
	Buttons, doz. — „ „	21 March 1857 (7151—25)	123,000	3*d.* per gross.
	Buttons, doz. — Black, 4-hole, staff	ditto	600	3*d.* ditto.
	Buttons, doz. — „ „ rk. & file	ditto	123,000	3*d.* ditto.
	Buttons, doz. — Netted	ditto	500	25*s.* ditto.
	Olivets	ditto	200	25*s.* ditto.
	Hooks — Gilt	ditto	2,160	2*s.* 6*d.* ditto.
	Hooks — Black, small, staff	ditto	2,000	2*d.* ditto.
	Hooks — „ „ rank & file	ditto	604,000	1 3/4 *d.* ditto.
	Hooks and eyes, black, staff	ditto	100	6*d.* ditto.
	Hooks and eyes, „ all ranks	ditto	130,000	6*d.* ditto.
	Eyes	ditto	440	1*s.* 6*d.* ditto.

NAME OF CONTRACTOR.	DESCRIPTION OF SUPPLY.	DATE OF CONTRACT.	Amount of Contract.	PRICE.
Hamburger, Rogers & Co.	Thongs	21 March 1857 (7127—14)	127,500 sets	1*s.* 6*d.* per set of eight pieces.
S. Reynolds & Son	Crowns, gold	21 March 1857 (7146—18)	160	2*s.* 10*d.* each.
	Drums „	ditto	140	3*s.* 3*d.* „
	Cross bugles, gold	ditto	30	3*s.* 3*d.* „
	Straps, gold, embroidered	ditto	340 prs.	4*s.* 3*d.* per pair.
Charles Prater & Co.	Shalloon, black	21 April 1857 (7142—115)	5,500	1*s.* 2½*d.* per yard.
Davies & Co.	Fringe — Line regiments	1 May 1857 (7146—47)	Running	2*s.* per yard.
	Fringe — Highland ditto	ditto	Running	2*s.* ditto.

Military Store Office, Weedon,
27 May 1857.

J. S. Elliott,
Principal Military Storekeeper.

CLOTH.—Existing Contracts.

NAME of CONTRACTOR.	DESCRIPTION OF CLOTH.	SERVICE.	CONTRACT.	AMOUNT of CONTRACT.	Price per Yard.
				Yards.	£. *s.* *d.*
A. & S. Henry & Co.	Serjeants	Cavalry	19 January 1857 (51.—Genl. No. 36.) / 20 January 1857 (51.—Genl. No. 44.)	1,100	– 9 10
Messrs. S. Isaacs, Campbell & Co.	ditto	ditto	4 November 1856 (Y. 21,305.)	1,200	– 8 –
Wm. & Sam. Varley	Privates	ditto	ditto	9,000	– 6 7
Dolan & Co.	Overall	ditto	ditto	18,000	– 7 11
John Purcheon & Co.	Staff	ditto	ditto	25	– 10 6
Ditto	Staff overall	ditto	ditto	60	– 12 –
Hagues, Cook & Wormald.	Cloaks	ditto	24 February 1857 (7142—18.)	10,000 { 5,000 / 5,000	– 8 8 / – 8 10½
Isaacs, Campbell & Co.	Privates	ditto	19 July 1856 (Y. 18,284.)	7,000	– 7 5
Joshua Ellis & Co.	Blue ditto	Royal Artillery	30 September 1856 (Y. 103.)	24,022 { 8,000 / 8,000 / 8,022	– 8 1 / – 8 3 / – 8 5
Dolan & Co.	ditto	ditto	2 October 1856 (Y. 109.)	21,908	– 7 3
Joshua Taylor	Serjeants	ditto	30 September 1856 (Y. 103.)	3,829	– 8 6
Ditto	Staff serjeants	ditto	ditto	215	– 13 6
J. & B. Pearse & Co.	Tunic	Military Train	13 November 1856 (Y. 17,960.)	5,679	– 6 8
W. & J. Elworthy	Serge, dark	Convict Establishment, Gibraltar.	4 April 1857 (7142—86.)	600	– 3 10
C. & J. Webb	Serge	Royal Artillery	29 April 1857 (7191—2.)	2,475	– 4 11¾
John Law & Sons	Privates	Cavalry	19 July 1856 (Y. Y. 18,284.)	6,000	– 8 1
John Purcheon & Co.	Staff serjeants	ditto	4 Nov. 1856 (Y. 21,305.)	20	– 12 6
Wm. & Sam. Varley	Serjeants	ditto	4 November 1856 (Y. 21,305.)	1,000	– 8 3
Hunt, Barnard & Co.	Privates	ditto	ditto	6,800	– 8 –
Joshua Taylor	Serjeants	Infantry	22 July 1856 (Y. 18,284.)	3,000	– 9 2
Hunt, Barnard & Co.	Scarlet ditto	ditto	4 November 1856 (Y. 21,305.)	9,000	– 9 –
John Purcheon & Co.	Staff serjeants	ditto	ditto	1,200	– 10 6
L. & S. H. Knowles	Serjeants	Foot Guards	4 November 1856 (Y. 21,305.)	750	– 11 6
Wm. & Sam. Varley	Privates	ditto	ditto	7,500	– 8 10
L. & S. H. Knowles	Staff serjeants	Military Train	6 February 1857 (51—cloth—36.)	50	– 12 –
Dolan & Co.	Staff stripes	Infantry	27 March 1857 (7142—70.)	50	– 14 –
Ditto	Serjeants' „	ditto	ditto	800	– 13 –
Ditto	Privates' „	ditto	ditto	3,650	– 8 4½

NAME of CONTRACTOR.	DESCRIPTION OF CLOTH.		SERVICE.	CONTRACT.	AMOUNT of CONTRACT.	Price per Yard.
					Yards.	£. *s.* *d.*
Joshua Taylor	Crimson overall		Cavalry	4 November 1856 (Y. 21,305.)	600	– 8 8
Dolan & Co.	–		–	18 April 1856 (Y. 19,389.)	10,000	– 8 11
Hunt, Barnard & Co.	Drummers', red		Infantry	4 November 1856 (Y. 21,305.)	20,000	– 8 6
Dolan & Co.	–		–	ditto	80,000	– 8 4 1/3
Pollard & Co.	–		–	ditto	60,000	– 8 5 1/3
L. & S. H. Knowles	–	Serjeants	Foot Guards	ditto	600	– 5 8
Joseph Swaine & Sons	–	Privates	ditto	ditto	6,500	– 5 8
John Pollard & Co.	–	ditto	Infantry	7 August 1856 (Y. 19,654.)	16,300	– 4 9
William & Sam. Varley	–	ditto (E. I. pattern).	ditto	4 November 1856 (Y. 21,305.)	15,000	– 4 9
John Wilkinson	–	ditto	ditto	ditto	15,000	– 4 7 1/2
Hebbert & Co.	–	Privates	ditto	12 February 1857 (51—cloth—64 & 66.)	20,000	– 6 2 1/2
L. & S. H. Knowles	–	ditto	ditto	12 February 1857 (51—cloth—66.)	20,000	– 5 11
John Law & Sons	Oxford grey	ditto	ditto	ditto	35,000	– 5 11 28/100
George Ellis & Nephew	–	ditto	ditto	ditto	10,000	– 6 –
					30,000 { 10,000	– 6 1
					10,000	– 6 2
Isaacs, Campbell & Co.	–	ditto	ditto	ditto	20,000	– 6 3
Joseph Swaine & Sons	–	Serjeants	ditto	4 November 1856 (Y. 21,305.)	11,000	– 7 4
L. & S. H. Knowles	–	Staff serjeants	–	ditto	1,050	– 5 4
Ditto	–	ditto	Military Train	6 February 1857 (51—cloth—36.)	50	– 5 11
Isaacs & Co.	–	ditto	Royal Engineers	12 March 1857 (7142—39.)	30 1/2	– 6 –
John Law & Sons	–	Serjeants	ditto	ditto	392 3/4	– 9 –
Ditto	–	Privates	ditto	ditto	7,325	– 6 3
John Purcheon & Co.	–	Staff serjeants	Rifles	4 November 1856 (Y. 21,305.)	60	– 10 9
Ditto	–	ditto	ditto	ditto	50	– 10 9
Joseph Swaine & Sons	–	Serjeants	ditto	ditto	1,200	– 8 9
Ditto	–	ditto	ditto	ditto	1,000	– 8 9
John Pollard & Co.	–	Privates	ditto	19 July 1856 (Y. 18,284.)	10,000	– 7 6
Isaacs, Campbell & Co.	Green –	ditto	ditto	4 November 1856 (Y. 21,305.)	15,000	– 7 6
Hebbert & Co.	–	ditto	ditto	12 February 1857 (51—cloth—64 & 66.)	15,000	– 5 3 1/3
Hamburger, Rogers & Co.	–	Serjeants	ditto	21 March 1857 (51—cloth—120.)	240	– 10 6
Dolan & Co.	–	Staff serjeants	Cape Mounted Rifles.	18 April 1857 (7142—108.)	12	– 18 –
John Purcheon & Co.	–	Band-masters	–	4 November 1856 (Y. 21,305.)	160	– 8 10
Hunt, Barnard & Co.	–	Musicians	–	ditto	4,000	– 8 6
David Yewdall	–	Serjeants	Line, Highland, & Rifle Corps.	14 February 1857 (51—cloth—70.)	2,000	– 10 –
Isaacs, Campbell & Co.	White –	Privates		ditto	21,000	– 4 3
L. & S. H. Knowles	–	ditto	–	10 March 1857 (7142—37.)	4,000	– 9 2
Hubbard & Co.	–	Serge for jackets	–	21 March 1857 (7142—63.)	184,000	– – 10 7/8
Isaacs, Campbell & Co.	–	Musicians	Royal Engineers	12 March 1857 (7142—39.)	49 1/2	– 9 3
John Purcheon & Co.	Scarlet –	Staff tunics and stripes.	ditto	ditto	37 1/2	– 13 6
		Serjeants' tunics and jackets.	ditto	ditto	255 1/2	– 11 –
		Band trousers	ditto	ditto	45 3/8	– 11 9
		Privates' tunics and jackets	ditto	ditto	7,213 3/8	– 7 –
		Privates' stripes	ditto	ditto	611 1/4	– 8 6

NAME of CONTRACTOR.	DESCRIPTION OF CLOTH.		SERVICE.	CONTRACT.	AMOUNT of CONTRACT.	Price per Yard.
					Yards.	£. *s.* *d.*
L. & S. H. Knowles	-	Scarlet, privates	Royal Artillery	30 September 1856 (Y. 103.)	3,163	– 6 8
Dolan & Co.	-	Black	Infantry	7 March 1857 (7142—32.)	10	– 14 –
Ditto	-	Blue	- ditto	- ditto	25	– 14 –
Ditto	-	Sky blue	- ditto	- ditto	10	– 14 –
Ditto	-	Buff	- ditto	- ditto	20	– 14 –
Ditto	-	Green	- ditto	- ditto	80	– 18 –
Hunt, Barnard & Co.	Facing	Black	- ditto	16 February 1857 (51—cloth—88.)	1,300	– 9 –
Ditto	-	Blue	- ditto	- ditto	5,000	– 9 9
Ditto	-	Sky blue	- ditto	- ditto	150	– 9 9
Ditto	-	Buff	- ditto	- ditto	2,300	– 9 9
Ditto	-	Green	- ditto	- ditto	2,400	– 9 9
Hebbert & Co.	-	Blue, serjeants	Royal Engineers	12 March 1857 (7142—39.)	22 ½	– 12 –
Ditto	-	Blue, rank & file	- ditto	- ditto	297 ⅕	– 9 4
Dolan & Co.	-	White, staff	Army	8 April 1857 (7142—93.)	50	– 14 –
Ditto	Edging	Scarlet, staff	ditto	- ditto	50	– 14 –
Hamburger, Rogers & Co.	-	White, all ranks	ditto	- ditto	14,200	– 8 3
Isaacs, Campbell, & Co.	-	Scarlet, privates	-	-	4,000 { 2,000 / 2,000	– 9 1 / – 9 4
Hebbert & Co.	-	- ditto	-	-	5,000	– 9 4
L. & S. H. Knowles	-	- ditto	-	-	3,000	– 9 2
Hunt, Barnard & Co.	-	Blue, serjeants	Military Train	6 February 1857 (51—cloth—36.)	500	– 9 6
John Purcheon & Co.	Piping	Scarlet, staff	-	-	100	– 10 –
Hunt, Barnard & Co.	-	Yellow	-	-	250	– 9 6
Ditto	-	Green	-	-	100	– 9 6
Ditto	-	Yellow	Cavalry	14 February 1857 (51—cloth—36.)	10	– 14 6
Ditto	-	Scarlet, serjeants	- ditto	13 February 1857 (51—cloth—68.)	2,000	– 8 6

Military Store Office, Weedon, 26 May 1857.

J. S. Elliott,
Principal Military Storekeeper.

RETURN of the existing CONTRACTS for BOOTS.

NAME of CONTRACTOR.	DESCRIPTION OF BOOTS.	DATE of CONTRACT.	AMOUNT of CONTRACT.	Price per Pair.
				s. *d.*
J. D. & T. H. Gotch	-	10 February 1857 (51—1—27.)	1,733	9 9
Thomas Wetherell	-	2 February 1857 (51—1—15.)	1,163	9 9
Ditto	Sharman's pattern	11 February 1856 (M. 45.)	4,000	9 3
Stead & Simpson	-	- ditto	5,000	9 3
J. & R. Groom & Sons	-	10 February 1857 (51—1—27.)	1,733	9 8 ½
Ditto	Groom's pattern	2 February 1857 (51—1—15.)	1,425	9 8 ½
Ditto	-	11 April 1857 (7141—53.)	per month, 800	10 11
Hebbert & Co.	Doyle's process	21 August 1856 (Y. 19,916.)	5,000	10 –

(*continued*)

NAME of CONTRACTOR.	DESCRIPTION OF BOOTS.	DATE of CONTRACT.	AMOUNT of CONTRACT.	Price per Pair.
				s. *d.*
James Dowie		7 August 1856 (Y. 19,890.)	5,000	8 2
Payne & Clarke		ditto	5,000	8 4
Parker & Co.		27 September 1856 (Y. 20,003.)	15,000	8 6
Isaacs, Campbell & Co.		ditto	22,000	8 7
William Nicholls		11 April 1857 (7141—53.)	per month, 2,000	10 11
Parker & Co.		11 April 1857 (7141—37.)	per month, 4,000	10 –
James Dowie		29 November 1856 (Y. 14,378.)	24,000	8 11
M. & N. P. Sharman	Regulation pattern	11 April 1857 (7141—53.)	per month, 1,500	11 –
J. D. & T. H. Gotch		29 November 1856 (Y. 14,378.)	24,000	9 –
Isaacs, Campbell & Co.		11 April 1857 (7141—53.)	per month, 4,000	11 –
Payne & Clarke		8 September 1856 (Y. 19,941.)	1,000	8 4
Ditto		22 September 1856 (19,958.)	4,000	8 4
J. D. & T. H. Gotch		13 December 1856 (Y. 14,397.)	8,000	8 7½
Thomas Wetherell		11 April 1857 (7141—53.)	per month, 1,200	10 9
J. D. & T. H. Gotch		14 April 1857 (7141—56.)	per month, 1,500	11 –
Peter M'Intosh & Sons	Metal, pegged	19 August 1856 (Y. 19,911.)	5,000	9 –
Hebbert & Co.		17 March 1857 (7141—13.)	500	11 –
Parker & Co.	Royal Engineers	21 March 1857 (7141—29.)	9,000	10 10
James Compton		ditto	1,000	10 –
Parker & Co.	For Cape Mounted Rifles	28 April 1857 (7141—70.)	918	13 8
Ditto	Royal Horse Artillery	2 May 1857 (7141—77.)	running	11 9
Ditto	Royal Foot Artillery	ditto	ditto	11 3½
William Nicholls	Schoolmasters	12 May 1857 (7141—82.)	ditto	11 3
Isaacs, Campbell & Co.	Highlanders' shoes	10 January 1857 (Y. 14,424.)	2,500	7 11

Military Store Office, Weedon, 26 May 1857.

Appendix, No. 3.

STATEMENT showing the Total Quantity of BUTTONS supplied by Mr. *J. G. Nutting*, with the Numbers Approved and Rejected. Appendix, No.

	LARGE.			SMALL.			
	Supplied.	Approved.	Rejected.	Supplied.	Approved.	Rejected.	
Foot Guards -	1,390 3 9	412 5 1	977 10 8	—	—	—	—
Infantry regiments	8,762 7 2	4,622 8 10	4,127 6 10*	32 10 8	18 0 3	14 10 5	*1 0 6 surplus. 13 4 0 deficient.
Rifle - - ditto -	1,335 11 0	1,269 9 2	9 1 10	- -	- -	- -	57 0 0. Not inspected. Horn.
Cavalry - ditto -	6 2 6	6 2 6	- - -	6 0 4	6 0 4	- -	Gilt.
	1,918 3 9	696 7 7	1,221 8 2	237 6 8	134 6 6	105 11 2†	Brass: †3 0 0 surplus. 0 1 0 deficient.
TOTALS - -	13,413 4 2	7,007 9 2	6,336 3 6	276 5 8	158 7 1	120 9 7	

RECAPITULATION.

	Supplied.	Approved.	Rejected.
LARGE - - - -	13,413 4 2	7,007 9 2	6,336 3 6
SMALL - - - -	276 5 8	158 7 1	120 7 9
GRAND TOTAL, GROSS -	13,689 9 10	7,166 4 3	6,456 11 3

Military Store Office, Weedon, 11 June 1857.

J. S. Elliott, P. M. S.

MR. NUTTING'S ORIGINAL CONTRACTS for BUTTONS for 1857-58.

THE BUTTONS FOR THE ARMY.

Contract accepted 26 July 1856.—Y. 18,808.

Contractors, Messrs. *Nutting & Co.*, Regent-street, Westminster. Contract to terminate 31 December 1859.

			At per Gross.
			s. *d.*
Dragoon Guards - -	Gilt, for staff serjeants - -	Large - -	10 6
		Small - -	6 –
	Brass, for other ranks - -	Large - -	3 2
		Small - -	1 10½
Heavy Dragoons - - -	Gilt, for staff serjeants - -	Large - -	10 6
		Small - -	6 –
	Brass, for other ranks - -	Large - -	3 2
		Small - -	1 10½

(*continued*)

Appendix, No. 3.

			At per Gross. s.	d.
Light Dragoons	Gilt, for staff serjeants	Large	9	5
		Small	6	–
	Brass, for other ranks	Large	2	5¼
		Small	1	10½
Hussars	Gilt for staff serjeants	Large	9	5
		Small	5	5
	Brass, for other ranks	Large	2	9
		Small	1	8½
Lancers	Gilt, for staff serjeants	Large	9	5
		Small	6	–
	Brass, for other ranks	Large	2	5¼
		Small	1	10½
Grenadier Guards	Gilt, for staff serjeants	Large	10	9
	Gilt, for serjeants	Large	10	6
		Small	6	–
	Brass, for privates	Large	3	2
	White metal, for ditto	Small	2	–
Coldstream Guards	Gilt, for staff serjeants	Large	10	9
	Gilt, for serjeants	Large	10	6
		Small	6	–
	Brass, for privates	Large	3	2
	White metal, for ditto	Small	2	–
Scots Fusilier Guards	Gilt, for staff serjeants	Large	10	9
	Gilt, for serjeants	Large	10	6
		Small	6	–
	Brass, for privates	Large	3	2
	White metal, for ditto	Small	2	–
1st to 99th Foot, exclusive of Rifles.	Gilt, for staff serjeants	Large	10	6
		Small	6	–
	Brass, for privates	Large	3	2
		Small	1	10½
60th Rifles	Horn	Large	1	4
		Small	1	–
Rifle Brigade	Horn	Large	1	4
		Small	1	–

Button washers – 6 *d.* per Gross.

The buttons to be stuck upon cards, and tied up in brown paper; one gross in each paper.

The contract to be terminable at the expiration of the first or second year, on three months' notice being given by either party.

Weedon,
11 June 1857.

J. S. Elliott,
P. M. S.

CONTRACT with Messrs. *Firmin & Sons* and *Smith, Kemp & Co.*, in default of Mr. *Nutting*.

No. 33.—Y.—18,128.

Notification Contract Book, 6th March.

Entered Contract Book, folio 28—9/2.

War Department, Pall Mall,
Director-General of Contracts Department,
17 January 1857—51/2/9.

ORDERED, That the offer of the following persons be accepted for the supply of the undermentioned articles required for service of the army in default of Mr. J. G. Nutting to supply the same under his contract of 29th July 1856, Y.—18,808, and which contract is to be cancelled; viz:—

Smith, Kemp & Wright, Birmingham - - - For buttons.
Firmin & Sons, 153, Strand - - - - - For buttons.

See enclosures, with regiments allotted to each party.

(A true extract.)

(signed) *R. Gwyn.*

By order of the Director-General.

The Army Clothing Department.

(9509.)

9th February 1857.—Transmitted to Mr. Elliott, to note, and then return to this department.

10/2/57. (signed) *J. Connell.*

(True copy of a copy.)

(signed) *J. S. Elliott*, P. M. S.

SMITH, KEMP & Co.

Y.—22,991. Army.

REGIMENTAL BUTTONS.

			At per Gross.
			s. *d.*
Dragoon Guards - -	Gilt, for staff serjeants - -	Large size -	11 –
		Small „ -	6 6
	Brass - - - - -	Large „ -	4 6
		Small „ -	2 6
Heavy Dragoon Guards -	Gilt, for staff serjeants - -	Large „ -	11 –
		Small „ -	6 6
	Brass - - ditto - - -	Large „ -	4 6
		Small „ -	2 6
Light Dragoons - -	Gilt, for staff serjeants - -	Large „ -	9 –
		Small „ -	6 6
	Brass - - ditto - - -	Large „ -	3 6
		Small „ -	2 6
Hussars - - - -	Gilt, for staff serjeants - -	Large „ -	13 6
		Small „ -	6 6
	Brass - - ditto - - -	Large „ -	4 6
		Small „ -	2 3

(*continued*)

Appendix, No. 3.

			At per Gross. s.	d.
Lancers	Gilt, for staff serjeants	Large size	9	–
		Small „	6	6
	Brass ditto	Large „	3	6
		Small „	2	6
Grenadier Guards	Gilt, for staff serjeants	Large „	13	–
	Gilt, for serjeants	Large „	11	–
		Small „	6	6
	Brass, for privates	Large „	4	6
	White metal „	Small „	2	6
Coldstream Guards	Gilt, for staff serjeants	Large „	13	–
	Gilt, for serjeants	Large „	11	–
		Small „	6	6
	Brass, for privates	Large „	4	6
	White metal for ditto	Small „	2	6
Scots Fusilier Guards	Gilt, for staff serjeants	Large „	13	–
	Gilt, for serjeants	Large „	11	–
		Small „	6	6
	Brass, for privates	Large „	4	6
	White metal for ditto	Small „	2	6
Infantry of the Line, 1st to 99th Regiment, exclusive of Rifles.	Gilt, for staff serjeants	Large „	11	–
		Small „	6	6
	Brass ditto	Large „	4	6
		Small „	2	6
60th Rifles	Horn	Large „	3	–
		Small „	2	–
Rifle Brigade	Horn	Large „	3	–
		Small „	2	–
Washers			8 *d.* per gross.	

The party whose tender may be accepted is to supply such quantities of buttons as may be required at any time up to the 31st December 1859.

The contract may be terminable at the expiration of the first year, upon three months' notice being given on either side.

The supplies are to be delivered to the superintendent of the Army Clothing Depôt, Weedon, within such reasonable times as shall be named in the warrant; patterns and specifications may be seen at the office of the Director-general of Army Clothing, Pall-mall.

Deliveries to be made progressively, commencing not later than 14 days, the whole to be completed by the 6th March 1857.

List of Regiments allotted to Messrs. *Smith, Kemp & Co.*, for the Supply of Buttons.

Grenadier Guards.	20th Foot.	42d Foot.	66th Foot.
Scots Fusilier Gds.	21st „	44th „	71st „
1st Foot.	22d „	50th „	72d „
3d „	23d „	51st „	77th „
4th „	34th „	54th „	79th „
7th „	38th „	56th „	82d „
18th „	41st „	57th „	

Appendix, No. 3.

Y.—22,991.

FIRMIN & SONS.

Army.

REGIMENTAL BUTTONS.

			At per Gross.
			s. d.
Dragoon Guards	Gilt, for staff serjeants	Large size	15 –
		Small „	9 –
	Brass ditto	Large „	4 9
		Small „	3 –
Heavy Dragoons	Gilt, for staff serjeants	Large „	15 –
		Small „	9 –
	Brass ditto	Large „	4 9
		Small „	3 –
Light Dragoons	Gilt, for staff serjeants	Large „	12 –
		Small „	8 –
	Brass ditto	Large „	3 9
		Small „	3 –
Hussars	Gilt, for staff serjeants	Large „	16 –
		Small „	8 –
	Brass ditto	Large „	4 3
		Small „	2 9
Lancers	Gilt, for staff serjeants	Large „	12 –
		Small „	8 –
	Brass ditto	Large „	3 9
		Small „	3 –
Grenadier Guards	Gilt, for staff serjeants	Large „	—
	Gilt, for serjeants	Large „	—
		Small „	—
	Brass, for privates	Large „	—
	White metal, for privates	Small „	—
Coldstream Guards	Gilt, for staff serjeants	Large „	—
	Gilt, for serjeants	Large „	—
		Small „	—
	Brass, for privates	Large „	—
	White metal, for ditto	Small „	—
Scots Fusilier Guards	Gilt, for staff serjeants	Large „	—
	Gilt, for serjeants	Large „	—
		Small „	—
	Brass, for privates	Large „	—
	White metal, for ditto	Small „	—
Infantry of the Line: 1st to 99th Regiments, exclusive of Rifles.	Gilt, for staff serjeants	Large „	12 –
		Small „	8 –
	Brass ditto	Large „	4 6
		Small „	2 10
60th Rifles	Horn ditto	Large „	2 9
		Small „	1 7
Rifle Brigade	Horn ditto	Large „	2 9
		Small „	1 7

Appendix, No. 3.

The party whose tender may be accepted is to supply such quantities of buttons as may be required at any time, up to the 31st December 1859.

The contract may be terminable at the expiration of the first year, upon three months' notice being given on either side.

The supplies are to be delivered to the Superintendent of the Army Clothing Depôt, Weedon, within such reasonable times as shall be named in the warrant.

Patterns and specifications may be seen at the office of the Director-general of Army Clothing, War Department, Pall-mall.

Deliveries to commence within 14 days, or earlier, if possible, the whole to be completed by the 6th March.

LIST of REGIMENTS allotted to Messrs. *Firmin & Sons*, for the supply of Buttons:

1st Dragoon Guards.	9th Dragoons.	90th Foot.
4th „	10th „	93d „
5th „	11th „	94th „
1st Dragoons.	13th „	95th „
2d „	14th „	97th „
4th „	17th „	98th „
6th „	60th Foot.	99th „
8th „	88th „	Rifle Brigade.

BUTTONS to be provided.

REGIMENTS.	Allotted to Smith & Co., with Washers.	Allotted to Firmin & Sons, without Washers.	REGIMENTS.	Allotted to Smith & Co., with Washers.	Allotted to Firmin & Sons, without Washers.
1st Dragoon Guards		600	23d Foot	1,200, including the staff.	
4th ditto		550			
5th ditto		600	34th ditto	ditto.	
			38th ditto	ditto.	
1st Dragoons		550	41st ditto	ditto.	
2d ditto		550	42d ditto	ditto.	
4th ditto		550	44th ditto	ditto.	
6th ditto		550	50th ditto	ditto.	
8th ditto		600	51st ditto	ditto.	
9th ditto		550	54th ditto	ditto.	
10th ditto		550	56th ditto	ditto.	
11th ditto		550	57th ditto	ditto.	
13th ditto		550	60th ditto		1,200, including the staff for each battalion.
14th ditto		550			
17th ditto		550			
Grenadier Gds., 1st Batt.	see p. 595.		66th ditto	1,200, including the staff.	
Ditto 2d „					
Ditto 3d „			71st ditto	ditto.	
			72d ditto	ditto.	
Scots Fus. Gds., 1st Batt.	see p. 595.		77th ditto	ditto.	
Ditto 2d „			79th ditto	ditto.	
			82d ditto	ditto.	
1st Foot, 1st Batt.	1,200, including the staff.		88th ditto		1,200, including the staff.
1st ditto, 2d „	ditto.				
3d ditto	ditto.		90th ditto	ditto.	
4th ditto	ditto.		93d ditto	ditto.	
7th ditto	ditto.		94th ditto	ditto.	
18th ditto	ditto.		95th ditto	ditto.	
20th ditto	ditto.		97th ditto	ditto.	
21st ditto	ditto.		98th ditto	ditto.	
22d ditto	ditto.		99th ditto	ditto.	

BUTTONS required for Grenadier Guards.

24¾	doz.	gilt	coat	buttons for	11	staff sergeants'	tunics.
11	„	„	waistcoat	„	11	„	waistcoats.
445½	„	„	coat	„	198	sergeants' and band	tunics.
198	„	„	waistcoat	„	198	„ „	waistcoats.
5,859	„	brass	coat	„	2,604	privates' and drummers'	tunics.
2,604	„	„	waistcoat	„	2,604	„ „	waistcoats.

BUTTONS required for Scots Fusilier Guards.

Staff sergeants	171	43 drummers	1,000
104 sergeants	2,500	25 acting ditto	585
42 band	1,000	1,673 privates	38,600
12 pipers	Dress not known.		

CONTRACT for BUTTONS, 1858–59.

Noted Contract Book, Folio 90.

No. 33—Y. 19,733.

War Department, Pall Mall,
Director-General of Contracts Department,
19 May 1857.—7151/40.

ORDERED, That the offer of the following persons be accepted for the supply of the under-mentioned articles, stated in Army Clothing Letter of 21st ultimo, to be required for service of the regiments of cavalry, infantry, and colonial corps of Her Majesty's forces, until 31st March 1860, viz.:

Firmin & Sons, 153, Strand, W. C., for buttons for all the cavalry, the three Regiments of Foot Guards, and the 1st to 19th Regiments of Foot, inclusive.

Charles Reeves, Charlotte-street, Birmingham, for buttons for the 20th to 29th Foot, inclusive.

Smith, Kemp, & Wright, Birmingham, for buttons for 30th to 99th Foot, inclusive; Colonial Corps, Medical Hospital Staff, and Military Train; Highland Regiments, and Rifle Corps.

See Enclosures.

(A true extract.)

(signed) *R. Gwyn*,

By order of Director-General.

(True copy.)

(signed) *J. S. Elliott*, P. M. S.

Appendix, No. 3.

FIRMIN & SONS.

7350—185. Army.

(Y.—19733—21/4).

			At per Gross. s.	d.
Cavalry:				
Dragoon Guards	Gilt, staff serjeants	Large	15	–
		Small	7	6
	Brass, other ranks	Large	3	9
		Small	2	4
Heavy Dragoons	Gilt, staff	Large	15	–
		Small	7	6
	Brass, other ranks	Large	3	9
		Small	2	4
Light Dragoons	Gilt, staff	Large	10	–
		Small	7	6
	Brass, other ranks	Large	2	10
		Small	2	4
Hussars	Gilt, staff	Large	12	–
		Small	6	–
	Brass, other ranks	Large	3	6
		Small	2	–
Lancers	Gilt, staff	Large	10	–
		Small	7	6
	Brass, other ranks	Large	2	10
		Small	2	4
Foot Guards:				
Grenadier Guards	Gilt, staff	Large	15	–
	Gilt, serjeants	Large	12	–
		Small	7	6
	Brass, privates	Large	3	9
		Small	2	4
Coldstream Guards	Gilt, staff	Large	15	–
	Gilt, serjeants	Large	12	–
		Small	7	6
	Brass, privates	Large	3	9
		Small	2	4
Scots Fusiliers	Gilt, staff	Large	15	–
	Gilt, serjeants	Large	12	–
		Small	7	6
	Brass, privates	Large	3	9
		Small	2	4
Infantry:				
1st to 19th Foot inclusive.	Gilt, staff	Large	12	–
		Small	7	6
	Brass, other ranks	Large	3	9
		Small	2	4

N. B.—The foregoing to be used without washers.

The buttons to be stuck upon cards, and tied up in brown paper, one gross in each paper.

The party whose tender may be accepted is to supply such numbers of the foregoing buttons as may be demanded of him by the War Office, at any time between the date of contract and the 31st March 1860 (sixty), and he is to deliver the same into store at Weedon (at the prices stated) in such reasonable time as may be named in the warrant to be issued for each supply.

The contract to be terminable on the 31st March 1858 or 1859, on three months' previous notice having been given by either party.

Patterns in the Clothing Department, Pall-mall.

CHARLES REEVES.

			At per Gross.
			s. *d.*
Infantry: 20th to 29th Foot (inclusive).	Gilt, staff	Large	8 9
		Small	7 6
	Brass, other ranks	Large	3 7
		Small	2 2

N.B.—The foregoing to be used without washers.

7350/185. Army.

Y.—19,733—21/4

SMITH, KEMP, & WRIGHT.

			At per Gross.
			s. *d.*
Infantry: 30th to 99th Foot inclusive, Colonial Corps, Medical or Hospital Staff, and Military Train	Gilt, staff	Large	9 6
		Small	5 6
	Brass, privates	Large	3 6
		Small	2 1
Highland Regiments	Waistcoat buttons	Brass	2 1
		Gilt	5 6
Rifle Corps	Horn	Large	2 –
		Small	1 1

The foregoing to be used without washers.

From the price attached we are prepared to make a reduction of 1 *d.* per gross on the small brass buttons, and 2 *d.* per gross on the large brass buttons, if made with our approved, rivetted, and secured shanks, as adopted for previous supply.

The buttons to be stuck upon cards, and tied up in brown paper, one gross in paper.

The party whose tender may be accepted is to supply such numbers of the foregoing buttons as may be demanded of him by the War Office, at any time between the date of contract and 31st March 1860 (sixty), and he is to deliver the same into store at Weedon (at the prices stated) in such reasonable time as may be named in the warrant to be issued for each supply.

The contract to be terminable on the 31st March 1858 or 1859, on three months' previous notice having been given by either party.

Patterns in the Clothing Department, Pall-mall.

STATEMENT showing the Prices charged by Contractors for the Supply of BUTTONS for the Army, for the Years 1857—58—59.

	Prices "per Gross" charged by Mr. *Nutting*, under his Contract for BUTTONS for 1857–58.						Prices paid "per Gross" to the under-mentioned Firms, on the Failure of Mr. *Nutting* to complete the BUTTONS for 1857–58.									Prices to be paid "per Gross" to the under-mentioned Firms for the Supply of BUTTONS for 1858–59.											
							FIRMIN & SONS.				SMITH, KEMP & CO.					SMITH, KEMP & CO.				FIRMIN & SONS.						CHARLES REEVES.			
	LARGE.			SMALL.			LARGE.		SMALL.		LARGE.			SMALL.		LARGE.		SMALL.		LARGE.			SMALL.			LARGE.		SMALL.	
	Gilt, Staff.	Gilt, Serjeants'.	Brass, Privates'.	Gilt, Staff.	Gilt, Serjeants'.	Brass, Privates'.	Gilt, Staff.	Brass, Privates'.	Gilt, Staff.	Brass, Privates'.	Gilt, Staff.	Gilt, Serjeants'.	Brass, Privates'.	Gilt, Staff.	Gilt, Serjeants'.	Brass, Privates'.	Gilt, Staff.	Brass, Privates'.	Gilt, Staff.	Brass, Privates'.	Gilt, Staff.	Gilt, Serjeants'.	Brass, Privates'.	Gilt, Staff.	Gilt, Serjeants'.	Brass, Privates'.	Gilt, Staff.	Brass, Privates'.	Gilt, Staff.	Brass, Privates'.
Dragoon Guards -	10/6	–	3/2	6/	–	1/10½	15/	4/9	9/	3/	–	–	–	–	–	–	–	–	–	–	15/	–	3/9	7/6	–	2/4	–	–	–	–
Heavy Dragoons -	10/6	–	3/2	6/	–	1/10½	15/4	4/9	9/	3/	–	–	–	–	–	–	–	–	–	–	15/	–	3/9	7/6	–	2/4	–	–	–	–
Light Dragoons -	9/5	–	2/5¼	6/	–	1/10½	12/	3/9	8/	3/	–	–	–	–	–	–	–	–	–	–	10/	–	2/10	7/6	–	2/4	–	–	–	–
Hussars - - -	9/5	–	2/9	5/5	–	1/8½	16/	4/3	8/	2/9	–	–	–	–	–	–	–	–	–	–	12/	–	3/6	6/	–	2/	–	–	–	–
Lancers - - -	9/5	–	2/5¼	6/	–	1/10½	12/	3/9	8/	3/	–	–	–	–	–	–	–	–	–	–	10/	–	2/10	7/6	–	2/4	–	–	–	–
Foot Guards - -	10/9	10/6	3/2	–	6/	2/	–	–	–	–	13/	11/	4/6	–	6/6	2/6	–	–	–	–	15/	12/	3/9	–	7/6	2/4	–	–	–	–
Infantry of the Line -	10/6	–	3/2	6/	–	1/10½	12/	4/6	8/	2/10	11/	–	4/6	6/6	–	2/6	9/6	3/6	5/6	2/1	12/	–	3/9	7/6	–	2/4	8/9	3/7	7/6	2/2
Rifles (Horn) - -	1/4	All ranks -		1/	All ranks -		2/9	All ranks	1/7	All ranks	–	–	–	–	–	–	2/	All ranks	1/1	All ranks	–	–	–	–	–	–	–	–	–	–

Military Store Office, Weedon,
10 June 1857.

J. S. Elliott,
Principal Military Storekeeper.

Appendix, No. 3.

(No. 1.)

Sir, 23 April 1856.

We beg to enclose the form of tender for the supply of infantry accoutrements; and in reply to the pencil memorandum attached to the same, most respectfully decline to sign it, for the following reasons:

That we never have entered into such engagements, believing the system to partake far too much of the character of a speculation than of fair trading. By fair trading, we mean supplying such articles as are required of a proper quality and at a remunerative profit.

The system of enforcing penalties for non-performance, when you do not even state the quantity that you require, is in itself sufficiently unfair to deter any parties who desire to pay their way or preserve their reputation from entertaining such offers.

(signed) *Wm. Chas. Cater & Co.*

(No. 2.)

Sir, 30 September 1856.

We have to acknowledge the receipt of a tender for the future supply of head dresses for cavalry; and after much consideration given to the matter, we feel obliged to decline competing for the supply thereof.

We do this, however, very reluctlantly, as we by this step relinquish the chance of making supplies for regiments which have patronized us for nearly half a century; but the system of open tender is, we are convinced, the forerunner of two great social evils; viz. reckless trading, and the depreciation of the fair remuneration of the employed, principles which we have ever held in great distaste.

Humbly apologizing for thus intruding our views upon your notice, which may be deemed irrelevant.

(signed) *Wm. Chas. Cater & Co.*

Appendix, No. 4.

Appendix, No. 4.

STATEMENT showing the Remains of Stores taken at the undermentioned Stations at Home and Abroad, between 1852 and 1857 inclusive.

STATIONS.	DATE.	DISCREPANCIES.	EXPLANATIONS.
Alderney - - -	July 1852	35	Explanations have been furnished, which have been in every case satisfactory.
Honduras - - -	Aug. –	13	
Zante - - -	Aug. –	- -	
Hyde Park - -	Feb. 1853	10	
Priddy's Hard - -	Mar. –	8	
Hull - - -	Mar. –	25	
Cork Harbour - -	July –	107	
Jamaica - - -	Oct. –	940	
Montreal - - -	Aug. –	6	
Prince Edward's Island	June –	32	
Cape Town - -	Mar. –	87	
Sheerness - - -	Sept. 1854	23	
Enfield - - -	June –	288	
Bermuda - - -	Jan. –	236	
Stirling - - -	Sept. 1855	18	
Jersey - - -	July –	116	
Edinburgh - -	Oct. –	400	

(*continued*)

Appendix, No. 4.

STATIONS.	DATE.	DISCREPANCIES.	EXPLANATIONS.
Fort George - -	Feb. 1855	—	
Birmingham - -	Dec. –	691	Explanations furnished; satisfactory.
Colombo - - -	Nov. –	618	Waiting answers to queries sent out on 8 November 1856.
Trincomalee - -	Oct. –	534	Explanations furnished; satisfactory.
Hong Kong - -	Nov. –	342	
St. Lucia - - -	April –	—	
Sierra Leone - -	July –	103	Waiting settlement of accounts lost in the "Forerunner."
Devonport - -	Oct. –	—	
Trincomalee - -	Oct. 1856	9	Explanations furnished; satisfactory.
Hull - - -	May –	—	
Gibraltar - - -	Mar. –	23	Explanations furnished; satisfactory.
Montreal - - -	Sept. –	144	Under examination.
Woolwich (storekeeper)	Nov. –	- -	Not yet examined.
Dublin - - -	April 1857	1,336	

Store Branch, War Office,
17 June 1857.

J. Crawford Caffin,
Director of Stores and Clothing.

Appendix, No. 5.

Appendix, No. 5.

LETTER from Messrs. *Hebbert & Co.* to Colonel *Boldero*, M.P., Chairman.

Sir, 8, Pall Mall East, London, 22 June 1857.

In the course of the examination to-day of Mr. Grant, the Comptroller of Victualling, before the Select Committee, of which you are the Chairman, a document, purporting to be a report made by that officer to the Lords of the Admiralty, relative to an appeal made to their Lordships by our firm, was read and put in.

This report contains imputations of fraud on our part, and other charges, which we feel assured are not warranted either by any facts brought before the Committee, or by the propositions we made in the most respectful manner for a re-inspection by the professional inspectors of the War Department of the articles rejected, or by arbitrators taken from the trade.

As we are precluded from noticing the document alluded to in the usual way, from the protection which your Committee properly affords to such testimony, we trust the Committee will afford us full opportunity of rebutting by evidence imputations which (if admitted as evidence) would reflect seriously on a firm of long standing, and which for a series of years has obtained the favour and patronage of the most distinguished officers of Her Majesty's Army, as well as that of the Public Departments.

We beg to state, that in appealing to their Lordships against the opinion formed by the Board of Marine Officers, we followed the practice universally adopted in the Army, under the old system, when an appeal either from the regimental Board or the clothier would have been referred and decided by the superior Board of general officers. As no such Board existed in the Marine Department, we respectfully asked for an appeal to the only three authorities we could suggest as competent to decide.

We have, &c.
(signed) *Hebbert & Co.*

To Colonel Boldero, M.P.,
Chairman of the Select Committee on Contracts
(Public Departments).

Appendix, No. 6.

PAPERS delivered in by *T. T. Grant*, Esq., 22 June 1857. Appendix, No. 6.

Royal Victualling Yard, Deptford, 9 June 1857.

REPORT of a COMMITTEE, consisting of the following Officers, viz.:

President: Colonel A. B. Stransham.

Members: Lieutenant-colonel H. Fleming; Barrack-master J. Little; Lieutenant and Quartermaster A. Wolrige; Lieutenant-colonel G. W. Congdon; Lieutenant and Adjutant H. Ellis.

Assembled, by directions, to survey such Royal Marines' Clothing, Barrack Stores, &c., as may be at the depôt, agreeably to instructions from the Lords Commissioners of the Admiralty.

The Committee have, in consequence, examined the undermentioned articles most minutely and carefully, viz.:

No.	DESCRIPTION OF ARTICLE.	No.	DESCRIPTION OF ARTICLE.
	Clothing Made-up:		Barrack Stores:
250	Pair serjeants' stockings.	700	Palliasses.
1,000	Stocks.	600	Bolsters.
500	Privates' caps and balls.	500	Bed-rugs.
46	Drummers' tunics.	50	Hearth-brushes.
	Clothing in Materials:	50	Handles for long scrubbing brushes.
280	Serjeants' white shell jackets.	50	Blocks, ditto - - ditto.
80	Ditto - ditto - ditto (R.M.A.)	100	Clamp-brushes.
89	Bandsmen's tunics.	500	Mop-handles.
89	Bandsmen's shell jackets.	2,000	Mop-heads.
150	Privates' trousers.	100	Coal-baskets.
	Necessaries Made-up:	100	Broom-handles.
1,500	Flannel waistbands.	200	Cabbage nets.
250	Forage caps.	2,000	Sheets.
250	White bands and grenades (R.M.A.)		

And do approve thereof, with the following exceptions, viz.:—

No.	DESCRIPTION OF ARTICLE.	REMARKS.
	Clothing in Materials:	
280	Serjeants' white shell jackets - -	Rejected; light in weight.
80	Ditto - ditto - ditto (R.M.A.)	
89	Bandsmen's tunics - - -	
89	Bandsmen's shell jackets - -	

(signed) *A. B. Stransham*,
Colonel and President.

Appendix, No. 6.

SCHEDULE of PRICES to be paid to Messrs. Dolan & Co., for the Purchase of the undermentioned Articles of Marine Clothing, &c., in consequence of Messrs. Hebbert & Co. having failed to supply them according to the Conditions of their Contract.

DIVISIONAL COMPANIES.

QUANTITY.	ARTICLE.	PRICE.
	Made up:	
1,000 No.	Privates' tunics	24/6 each.
46 –	Drummers' ditto	27/10 –
35 –	Serjeants' ditto	28/9 –
5 –	Ditto - white jackets	16/3 –
150 –	Drummers' chacos and balls	5/6 –
30 –	Boatmen's shirts	2/6 –
300 pairs.	Serjeants' stockings	1/11 p'pair
	In Materials:	
400 No.	Serjeants' tunics	25/2 each.
5,980 –	Privates' ditto	21/2 –
280 –	Serjeants' drill jackets	13/10 –
2,480 –	Privates' - ditto	7/6 –
300 pairs.	Serjeants' trousers	13/7 p'pair.
1,000 –	Privates' Oxford mixture trousers	9/– –
203 yards.	Red cloth	9/6½ p'yard.
680 No.	Corporals' chevrons	2½ each.
89 –	Bandsmen's tunics	24/– –
89 –	Ditto - jackets	16/11 –
89 pairs.	Ditto - trousers	14/2 p'pair.
30 No.	Boatmen's jackets	17/4 each.
30 pairs.	Ditto - trousers	15/11 p'pair.
6-36ths of a yard	Scarlet cloth	12/– p'yard.

ARTILLERY COMPANIES.

QUANTITY.	ARTICLE.	PRICE.
	Made up:	
5 No.	Serjeants' tunics	29/9 each.
5 –	Drummers' ditto	28/9 –
150 –	Privates' ditto	25/9 –
Necessaries 20 No.	Serjeants' great-coats	29/9 –
	In Materials:	
5 No.	Drummers' tunics	25/11 each.
600 –	Privates' ditto	22/– –
100 –	Corporals' chevrons	2¾ –
50 –	Bombardiers' ditto	1½ –
80 –	Serjeants' white jackets	13/11 –
980 –	Privates' - ditto	7/6 –
800 –	Duck frocks	2/6 –
3 12-36ths of a yard	Scarlet cloth	12/– p'yard.
14 6-36ths –	Blue cloth for gunners	9/10 –

A RETURN showing the ARTICLES of MARINE CLOTHING, &c., demanded from Messrs. Hebbert & Co., under their CONTRACTS of 28th November and 23d December 1856, together with the Dates when the same were tendered for Delivery, and examined by the Board of Inspecting Officers; also, the Quantities Received and Rejected, with the Dates respectively.

DESCRIPTION of ARTICLES.	Demanded.		Tendered for Delivery.		Examined by Inspecting Officers.		Received.		Rejected.		Date of Inspecting Officers' Report.
	Date.	Quantity.	Date.	Quantity.	Date.	Quantity.	Date.	Quantity.	Date.	Quantity.	
	1856:		1856:		1857:		1857:		1857:		1857:
Boatmen's shirts	2 Dec.	30	10 & 11 Dec.	30	13 Feb.	30	—	—	13 Feb.	30	13 February.
Boatmen's neckerchiefs	2 —	32	10 & 11 —	32	13 —	32	13 Feb.	32	—	—	13 —
Boatmen's caps	2 —	8	10 & 11 —	8	13 —	8	—	—	—	—	13 —
Serjeants-coxswain tunics	2 —	2	10 & 11 —	2	13 —	2	13 —	2	13 Feb.	2	13 —
Trousers, boatmen's	2 —	30	10 & 11 —	30	13 —	30	except $\frac{6}{36}$ yards of scarlet cloth. 13 Feb.	—	blue cloth passed, but scarlet rejected. 13 Feb.	30	13 —
Blue jackets, boatmen's	2 —	30	1857: 12 Feb.	30	13 —	30	—	—	13 —	30	13 —
Trousers, serjeants-coxswain	2 —	2	12 —	2	13 —	2	13 Feb.	2	—	—	13 —
Stockings, serjeants'	10 —	300	29 Jan. / 13 Feb.	300	13 —	300	—	—	13 —	300	13 —
Tunics, serjeants' (in material)	10 —	400	13 —	100	13 —	100	—	—	13 —	100	13 —
Tunics, privates' - ditto	10 —	6,000	13 —	920	13 —	920	—	—	13 —	920	13 —
Trousers, serjeants' - ditto	10 —	300	13 —	300	13 —	300	—	—	13 —	300	13 —
Trousers, privates' - ditto	10 —	3,600	13 —	3,600	13 —	3,600	3,600, except 203 yards of red cloth rejected.		13 —	3,600, cloth passed, but red for stripes rejected.	13 —
Chevrons, corporals'	10 —	700	13 —	700	13 —	700	—	—	13 Feb.	700	13 February.
Badges of merit, serjeants'	10 —	50	13 —	50	13 —	50	13 Feb.	50	—	—	13 —
Chevrons, bombardiers' (made up)	10 —	20	11 & 12 Feb.	20	13 —	20	13 —	20	—	—	13 —
Artillery. Tunics, serjeants' - (in material)	10 —	60	29 Jan. / 13 Feb.	60	13 —	60	60, except $3\frac{1}{36}$ yards of scarlet cloth rejected.		13 Feb.	60, blue cloth passed, scarlet rejected.	13 —
Artillery. Tunics, privates' - ditto	10 —	600	not delivered, and purchased.		—	—	—	—	—	—	
Artillery. Chevrons, corporals', ditto	10 —	100	ditto.	—	—	—	—	—	—	—	
Artillery. Chevrons, bombardiers', ditto	10 —	50	ditto.	—	—	—	—	—	—	—	
Artillery. Drill-jackets, serjeants', ditto	13 —	80	ditto.	—	—	—	—	—	—	—	
Artillery. Drill-jackets, privates', ditto	13 —	1,000	29 Jan. / 13 Feb.	1,000	13 Feb.	1,000	—	—	13 Feb.	1,000	13 —
Tunics, drummers' - - - ditto	13 —	21	13 —	21	13 —	21	—	—	13 —	21	13 —
Drill-jackets, serjeants' - ditto	13 —	280	not delivered, and purchased.		—	—	—	—	—	—	13 —
Drill-jackets, privates' - - ditto	13 —	2,000	29 Jan. / 13 Feb.	2,000	13 Feb.	2,000	—	—	13 —	2,000	13 —
Tunics, serjeant-majors'	2 —	8	29 Jan.	8	13 —	8	—	—	13 —	8	13 —
Tunics, quartermaster-serjeants'	2 —	4	29 —	4	13 —	4	—	—	13 —	4	13 —
Tunics, drum-majors'	2 —	3	29 —	3	13 —	3	—	—	13 —	3	13 —
Tunics, band-serjeants'	2 —	4	29 —	4	13 —	4	—	—	13 —	4	13 —

(continued)

A RETURN showing the Articles of Marine Clothing, &c., demanded from Messrs. Hebbert & Co., &c.—*continued*.

DESCRIPTION of ARTICLES.	Demanded.		Tendered for Delivery.		Examined by Inspecting Officers.		Received.		Rejected.		Date of Inspecting Officers' Report.
	Date.	Quantity.	Date.	Quantity.	Date.	Quantity.	Date.	Quantity.	Date.	Quantity.	
	1856:		1857:		1857:		1857:		1857:		1857:
Tunics, serjeant-majors', Artillery	2 Dec.	2	29 Jan.	2	13 Feb.	2	- -	- - -	13 Feb.	2	13 February.
Tunics, bandsmen's	2 —	89	29 —	89	13 —	89	- -	- - -	13 —	89	13 —
Trousers, staff-serjeants'	2 —	21	29 —	21	13 —	21	- -	- - -	13 —	21	13 —
Shell-jackets, bandsmen's	2 —	89	29 —	89	13 —	89	- -	- - -	13 —	89	13 —
Trousers - - ditto	2 —	89	29 —	89	13 —	89	- -	- - -	13 —	89	13 —
Edging, white cloth	20 —	$16\frac{24}{36}$ yds.	29 Jan. / 13 Feb.	$16\frac{24}{36}$ yds.	13 —	$16\frac{24}{36}$	13 Feb.	$16\frac{24}{36}$ yds.	—	—	—
Serge	20 —	$87\frac{18}{36}$ yds.	13 —	$87\frac{18}{36}$ yds.	13 —	$87\frac{18}{36}$	13 —	$87\frac{18}{36}$	—	—	—
Lace, red	20 —	$87\frac{18}{36}$ yds.	13 —	$87\frac{18}{36}$ yds.	13 —	$87\frac{18}{36}$	13 —	$87\frac{18}{36}$	—	—	—
Hooks, small	20 —	1,100 No.	13 —	1,100 No.	13 —	1,100 No.	13 —	1,000 No.	—	—	—
Twist, black	20 —	100 yds.	13 —	100 yds.	13 —	100 yds.	13 —	100 yds.	—	—	—
Lace, black	20 —	50 yds.	13 —	50 yds.	13 —	50 yds.	13 —	50 yds.	—	—	—
Holland, brown	20 —	50 yds.	13 —	50 yds.	13 —	50 yds.	13 —	50 yds.	—	—	—
Cotton	20 —	100	13 —	100	13 —	100	13 —	100	—	—	—
Straps, embossed, privates'	20 —	100 pairs	13 —	100 pairs	13 —	100 pairs	13 —	100 pairs	—	—	—
Cloth, blue	20 —	$14\frac{6}{36}$ yds.	13 —	$14\frac{6}{36}$ yds.	13 —	$14\frac{6}{36}$ yds.	- -	- - -	13 Feb.	$14\frac{6}{36}$ yds.	—
	1857:										
Cloth, blue	23 Jan.	$49\frac{1}{36}$ yds.	21 Mar.	$49\frac{1}{36}$ yds.	9 April	$49\frac{1}{36}$ yds.	- -	- - -	9 April	$49\frac{1}{36}$ yds.	9 April.
Straps, privates', embroidered	23 —	350 pairs	21 —	350 pairs	9 —	350 pairs	- -	350 pairs	- -	- - -	9 —
Lace, black	23 —	175 yds.	21 —	175 yds.	9 —	175 yds.	- -	175 yds.	- -	- - -	9 —
Cotton	23 —	350 yds.	21 —	350 yds.	9 —	350 yds.	- -	350	- -	- - -	9 —
Holland, brown	23 —	175 yds.	21 —	175 yds.	9 —	175	- -	175	- -	- - -	9 —
Twist, black	23 —	350 yds.	21 —	350 yds.	9 —	350	- -	350	- -	- - -	9 —
Kersey, white	23 —	$66\frac{24}{36}$ yds.	21 —	$66\frac{24}{36}$ yds.	9 —	$66\frac{24}{36}$	- -	$66\frac{24}{36}$	- -	- - -	9 —
Hooks, single	23 —	1,400 No.	21 —	1,400 No.	9 —	1,400 No.	- -	1,400 No.	- -	- - -	9 —
Tunics, quartermaster-serjeants', Artillery	23 Feb.	1	24 April	1	25 —	1	25 April	1	- -	- - -	25 —
Serge	23 Jan.	60 yds.	13 —	60 yds.	14 —	60 yds.	14 —	60 yds.	- -	- - -	14 —
Trousers, quartermaster-serjeants', Artillery	23 Feb.	1	24 —	1	25 —	1	25 —	1	- -	- - -	25 —
Tunics, serjeants' (made up)	24 Feb.	35 yds.	25 —	35 yds.	25 —	35 yds.	- -	- - -	25 April	35	25 —
Tunics, drummers', ditto	24 —	25 yds.	25 —	25 yds.	25 —	25	- -	- - -	25 —	25	25 —
Tunics, privates' - ditto	24 —	1,000	25 —	1,000	25 —	1,000	- -	- - -	25 —	1,000	25 —
Stocks	24 —	2,000	9 — / 25 — / 16 Mar.	1,000 / 980 / 20	9 April / 25 — / 16 Mar.	1,000 / 980 / 20	9 April / 25 — / 16 March	1,000 / 980 / 20	- -	- - -	9 — / 25 — / 16 March.
Caps and balls, serjeants'	24 —	300	25 April	300	25 April	300	25 April	300	- -	- - -	25 April.
Caps and balls, drummers'	24 —	150	25 —	150	25 —	150	- -	- - -	25 April	150	25 —
Caps and balls, privates'	24 —	5,000	9 — / 25 — / 16 Mar.	2,500 / 2,480 / 20	9 — / 25 — / 16 Mar.	2,500 / 2,480 / 20	9 April / 25 — / 16 March	2,500 / 2,480 / 20	- -	- - -	9 — / 25 — / 16 March.

| | | |

A RETURN showing the Articles of Marine Clothing, &c., demanded from Messrs. Hebbert & Co., &c.—*continued.*

DESCRIPTION of ARTICLES.	Demanded.		Tendered for Delivery.		Examined by Inspecting Officers.		Received.		Rejected.		Date of Inspecting Officers' Report.
	Date.	Quantity.	Date.	Quantity.	Date.	Quantity.	Date.	Quantity.	Date.	Quantity.	
	1857:		1857:		1857:		1857:		1857:		1857:
Tunics, serjt.-majors', Artillery (in material)	6 Mar.	2	16 Mar.	2	16 Mar.	2	16 Mar.	2	-	-	16 March.
Trousers - ditto - ditto - ditto	6 —	2	16 —	2	16 —	2	16 —	2	-	-	16 —
Hooks, single	6 April	240	23 April	240	25 April	240	25 April	240	-	-	25 April.
Canvas	6 —	21 yds.	23 —	21 yds.	25 —	21 yds.	25 —	21 yds.	-	-	25 —
Hooks, brass	6 —	950 No.	23 —	950 No.	25 —	950 No.	25 —	950 No.	-	-	25 —
Tunics, serjeants' (made up)	7 May	10	not yet tendered.								
Tunics, privates', ditto	7 —	250									
Stockings, serjeants'	7 —	250	9 June	250	9 June	250	9 June	250	-	-	9 June.
Stocks	7 —	1,000	9 —	1,000	9 —	1,000	9 —	1,000	-	-	9 —
Caps and balls, privates'	7 —	500	9 —	500	9 —	500	9 —	500	-	-	9 —
Tunics, serjeants' (in material)	7 —	50	not yet tendered.								
Tunics, drummers' ditto	7 —	10									
Tunics, privates' - ditto	7 —	500									
Drill jackets, serjeants', ditto	7 —	50									
Trousers, privates' - ditto	7 —	500									
Chevrons, corporals'	7 —	100									
Chevrons, ditto	7 —	10									
Artillery. Tunics, privates (made up)	7 —	50									
Artillery. Caps and balls, serjeants'	7 —	10									
Artillery. Caps and balls, privates'	7 —	50									
Artillery. Tunics, serjeants' (in material)	7 —	5									
Necessaries made up:											
Serjeants' great-coats	24 Feb.	20	25 April	20	25 April	20	-	-	25 April	20	25 April.
Linen bags	24 —	500	25 —	500	25 —	500	25 April	500	-	-	25 —
Serjeants' trousers	24 —	50	25 —	50	25 —	50	25 —	50	-	-	25 —
Cotton	12 Mar.	$18\frac{27}{36}$ yds.	23 —	$18\frac{27}{36}$ yds.	25 —	$18\frac{27}{36}$ yds.	25 —	$18\frac{27}{36}$ yds.	-	-	25 —
Serge	12 —	$2\frac{27}{36}$	23 —	$2\frac{27}{36}$	25 —	$2\frac{27}{36}$	25 —	$2\frac{27}{36}$	-	-	25 —
Serjeants' blue cloth	12 —	$\frac{12}{36}$	23 —	$\frac{12}{36}$	25 —	$\frac{12}{36}$	25 —	$\frac{12}{36}$	-	-	25 —
Small buttons	12 —	300	23 —	300	25 —	300	25 —	300	-	-	25 —
Hooks and eyes	12 —	25	23 —	25	25 —	25	25 —	25	-	-	25 —
Scarlet cloth	12 —	$2\frac{28}{36}$	23 —	$2\frac{28}{36}$	25 —	$2\frac{28}{36}$	25 —	$2\frac{28}{36}$	-	-	25 —
Privates' shell jackets	7 May	500	not yet tendered.								
Serjeants' trousers	7 —	25									
Privates' duck (in material)	7 —	1,000									
Privates' trousers	7 —	500	9 June	150	9 June	150	9 June	150	-	-	9 June.
Serjeants' great-coats	7 —	20	not yet tendered.								

Admiralty, 24 June 1857.

Page. Appendix, No. 6.

No. 1. Copy of Advertisement for Tenders for Clothing, &c., for the Royal Marines, dated November 8, 1856 - - - - - - - - - - - - - - - 607

No. 2. Copy of the Contract with Messrs. Hebbert & Co. - - - - - - - - - 608

No. 3. Particular mentioned and referred to in Contract - - - - - - - - - 611

No. 4. Copy of the Report of the Committee of Inspection, dated February 13, 1857 - - - 626

No. 5. Copy of a Letter from Messrs. Hebbert & Co. to Mr. Grant, dated February 26, 1857; and of the Report of the Committee of Inspection, dated March 2, 1857 - - - - - 627

No. 6. Copy of a Letter from Messrs. Hebbert & Co. to the Secretary of the Admiralty, dated February 3, 1857, and of the Proceedings taken thereupon - - - - - - - 628

No. 7. Copy of the Report of the Committee of Inspection, dated March 16, 1857 - - - - 631

No. 8. Copy of the Report of the Committee of Inspection, dated April 9, 1857 - - - - 232

No. 9. Copy of the Report of the Committee of Inspection, dated April 25, 1857 - - - - 633

No. 1.

COPY of Advertisement for TENDERS for CLOTHING, &c. for the ROYAL MARINES, dated 8 November 1856.

CONTRACT FOR MARINE CLOTHING AND NECESSARIES.

Department of the Comptroller for Victualling,
Somerset-place, 8 November 1856.

THE Commissioners for executing the office of Lord High Admiral of the United Kingdom of Great Britain and Ireland do hereby give notice, that on Thursday, the 27th instant, at one o'clock, they will be ready to treat with such persons as may be willing to contract for supplying and delivering into Her Majesty's Victualling Stores at Deptford, under a contract for 12 months certain, and further until the expiration of three months' warning, all such clothing and woollen and linen articles of necessaries, as may from time to time be demanded for the Royal Marines, and for the artillery companies of the Royal Marines.

The clothing to be supplied either made up or in materials for making up.

A form of tender, and the conditions of the revised contract, may be obtained at the said office.

Patterns of the articles may be seen at the Marine Office, 15, Duke-street, Westminster, between the hours of 11 and 3.

No tender will be received after one o'clock on the day of treaty, nor any noticed unless made on the printed form provided for the purpose, and which may be obtained on application at the said office.

Every tender must be addressed to the Secretary of the Admiralty, and bear in the left-hand corner the words "Tender for Marine Clothing and Necessaries," and must also be delivered at Somerset-place.

Appendix, No. 6.

No. 2.

COPY of the CONTRACT with Messrs. *Hebbert & Co.*

CLOTHING AND NECESSARIES FOR THE ROYAL MARINES.

CONTRACTED and agreed upon this 28th day of November in the year of our Lord one thousand eight hundred and fifty-six by and between Nathaniel Gould Charles Bischoff Edmund King and James Dowie of Pall Mall East in the Liberty of the City of Westminster army clothiers and co-partners trading under the firm of "Hebbert & Co." of the one part and the Commissioners for executing the office of Lord High Admiral of the United Kingdom of Great Britain and Ireland (for and on behalf of Her Majesty Her heirs and successors) of the other part as follows—*That is to say* the said first-mentioned contracting parties do for themselves their heirs executors and administrators hereby covenant contract and agree to and with the said Commissioners free of all charges to Her Majesty to supply and deliver into store at Her Majesty's victualling yard at Deptford all such clothing and woollen and linen articles of necessaries (mentioned in the schedule or particular thereof hereunto annexed) for the use of the Royal Marines and for the artillery companies of the Royal Marines as shall from time to time be demanded of them by the said Commissioners now or for the time being or any two of them or by their or any two of their order or authority and all such clothing and woollen and linen articles shall always be delivered by the said first-mentioned contracting parties into store at Her Majesty's victualling yard at Deptford within two calendar months from the time of every such demand

In consideration whereof and of the said first-mentioned contracting parties fully performing this contract on their part the said Commissioners do hereby for and on behalf of Her Majesty covenant contract and agree that the said first-mentioned contracting parties their executors and administrators shall be paid for such clothing and woollen and linen articles of necessaries at the several prices expressed against the same respectively in the said schedule or particular thereof hereunto annexed

And the said first-mentioned contracting parties do also covenant and agree that all the articles that shall be supplied in pursuance of this contract shall be delivered according to the scales and diagrams contained in the said schedule or particular and shall be conformable in every respect and nowise inferior to the patterns approved of by the said Commissioners and such as shall be approved of by the proper receiving officers or of the officers who shall be appointed to survey the same as in every respect good and fit for Her Majesty's service otherwise such officers shall be at liberty to reject the same

Provided always that in case and as often as any clothing and woollen or linen articles of necessaries shall be sent to Her Majesty's victualling stores for delivery under this contract even within the time or times hereby limited for the delivery and such articles or any of them shall be found not to be answerable to the conditions herein specified and shall therefore be refused to be received by the proper receiving or surveying officers of the said Commissioners then and in each and every such case the said first-mentioned contracting parties do hereby agree and oblige themselves their executors or administrators to pay to Her Majesty the sum of ten pounds

And the said first-mentioned contracting parties do hereby agree that whether the said clothing and woollen and linen articles of necessaries be delivered within or after the time or times hereby limited for delivery they will take back all such of the several articles as shall be disapproved of or rejected or which may at any time or times be found not to have been answerable to the conditions of this contract within fourteen days after notice shall been given to them by the proper officer or officers, and that they will pay and satisfy all duties of Customs which shall be any way due or payable for what shall be so taken back or rejected or be found not answerable to the conditions of this contract And if the said contracting parties omit or refuse to take away at their own cost from the said stores within the period of fourteen days all such articles which may from time to time or at any time or times be rejected or be found not answerable to the conditions of this contract by the officers of the said Commissioners then and as often as any such omission or refusal shall occur the said first-mentioned contracting parties shall pay unto Her Majesty the sum of ten pounds and also a further sum of forty shillings for each and every day after the said period of fourteen days during which the said articles or any of them shall not be taken back by the said contracting parties

And it is expressly agreed by the said first-mentioned contracting parties that in the event of their failing to deliver all or any of the said clothing and woollen and linen articles of necessaries that may be demanded within the time or times and of the quality make goodness and description before mentioned or if the whole or any part thereof shall be rejected by the proper officers aforesaid for being defective in make quality or material or for not being of the description aforesaid or as unfit for Her Majesty's service then and in either of the said cases and as often as the same shall happen it shall be lawful for the said Commissioners to cause to be purchased in any manner they may think proper such quantity or quantities of clothing and woollen and linen articles of necessaries as shall be equal to those which the said first-mentioned contracting parties shall fail to deliver

deliver with respect to make quality or otherwise pursuant to this contract or which shall be so rejected as aforesaid and if any of the said clothing or articles which shall be so purchased shall cost more than the prices stipulated in this contract the said first-mentioned contracting parties do agree that the said Commissioners shall be at liberty to stop and abate from any monies payable to the said first-mentioned contracting parties under this or any other contract the full amount of the surplus cost of the said clothing or articles so purchased together with all expenses attending the purchasing or procuring the same and if the said monies shall not amount to a sufficient sum to answer the same then the said first-mentioned contracting parties do oblige themselves their heirs executors and administrators to pay and make good the same to Her Majesty in such other manner as the said Commissioners or any two of them shall require and in default of payment the amount shall be recoverable with costs of suit

And it is hereby further agreed on the part of the first-mentioned contracting parties that in case they their executors or administrators shall at any time or times fail to deliver the quantity of clothing and woollen and linen articles of necessaries within the time or times in the proportions and of the make quality description and goodness before mentioned and fit for Her Majesty's service the same contracting parties their executors or administrators shall and will for every default and so often as the same shall happen pay to Her Majesty Her Heirs and successors a sum equal to five pounds per cent. upon this contract price or value of the quantity of clothing and articles of necessaries or any of them which they shall have failed to deliver in accordance with the terms of this contract such sum to be paid whether any clothing or articles of necessaries be or be not purchased elsewhere by or by the direction of the said Commissioners and if purchased elsewhere as hereinbefore provided such sum is to be paid over and above and in addition to the excess of cost of purchasing such clothing or other articles elsewhere and no acceptance of clothing or woollen or linen articles of necessaries after the time or times herein mentioned for their delivery shall be or be deemed a waiver of such liability of the said first-mentioned contracting parties their executors or administrators or of any liability which they may have incurred

And it is hereby also agreed that all and every sum and sums of money herein mentioned or referred to which may be at any time or times payable by the first-mentioned contracting parties their executors or administrators under this contract shall not be deemed or considered by way of penalty but be considered as stipulated or ascertained damages and shall be paid by the first-mentioned contracting parties their executors or administrators whether any damage or damages shall or shall not have been sustained by Her Majesty or by the public service and the same shall either be deducted from any money which shall or may at any time or times become due to the said first-mentioned contracting parties their executors or administrators under this or any other contract or shall be recoverable with costs of suit

And it is hereby further covenanted and agreed upon by and between the said parties hereto that the several clauses articles powers provisoes matters and things mentioned and contained in the said schedule or particular hereunto annexed and not herein or hereby altered shall be as fully and effectually binding on the said parties respectively as if the same had been particularly repeated and expressed in the body of this present contract

And it is hereby further covenanted and agreed upon that this contract shall commence on the day of the date hereof and shall continue in force for twelve calendar months certain and after the expiration of that time until the expiration of three calendar months' warning or notice which shall be given in writing by either party to the other to discontinue the same

And it is hereby agreed that if the said first-mentioned contracting parties their executors or administrators shall at any time or times fail to deliver the quantity or quantities of clothing and woollen and linen articles of necessaries within the time or times in the proportions of the make quality description and goodness before mentioned and fit for Her Majesty's service or in case of any breach whatever of this contract on the part of the first-mentioned contracting parties their executors or administrators then and in any one or more of such cases it shall be lawful for the said Commissioners if they shall think fit without any previous notice to the said first-mentioned contracting parties their executors or administrators by writing under the hand of the said Commissioners or any two of them or under the hand of their secretary to determine this contract but not so as to release the first-mentioned contracting parties their executors or administrators from any liability or liabilities which they may have incurred under or by virtue hereof And the said first-mentioned contracting parties their executors or administrators shall not be entitled to any compensation by reason of any such determination

And the said first mentioned contracting parties do covenant and promise that with every delivery of articles which shall be made at the said yard there shall be sent in duplicate a bill of parcels for the same (the duplicate to be returned to them as hereinafter mentioned) and that every claim of payment for the deliveries under this contract shall be made by invoices (according to a form to be obtained from the said Commissioners) to be lodged in the office of the Accountant-general of the Navy by the said first-mentioned contracting parties their executors or administrators

And the said Commissioners do hereby for and on behalf of Her Majesty further covenant and agree that upon every delivery of articles under this contract the officers of the said yard shall insert the quantities received by them in the duplicate bill of parcels to be sent therewith as hereinbefore mentioned and return every such duplicate bill to the said first-mentioned contracting parties their executors or administrators and that upon the lodging of such invoices as aforesaid bills for the amount due shall forthwith be made out to the said

Appendix, No. 6.

first-mentioned contracting parties their executors or administrators payable by Her Majesty's Paymaster-general in seven days from and after the respective dates thereof

And the said first-mentioned contracting parties also covenant and promise that they will not give or cause to be given to any person whomsoever employed in Her Majesty's service or to any person or persons on their or any of their behalf or for their or any of their use any fee gratuity or reward for any favour shown to them in relation to this contract on any pretence whatever on account thereof and that with the first and last delivery of articles at the said yard they will deliver to the storekeeper of the said yard a written declaration signed by themselves that they have not promised given or caused to be given any money bond bill note or other security for money or anything whatever by way of fee gratuity or reward contrary to the covenant last above mentioned

And the said first-mentioned contracting parties for themselves their heirs executors and administrators also covenant contract and agree to and with the said Commissioners that they the said first-mentioned contracting parties shall not and will not at any time or times during the continuance of this contract transfer or assign the same or any part share or interest of in or to this contract or cause or procure this contract or any part share or interest of in or to the same to be transferred or assigned to any person or persons whomsover without the authority and approbation of the Commissioners for executing the office of Lord High Admiral of the United Kingdom for the time being or any two of them which authority and approbation shall be of no avail unless the same together with the assignment of the part share or interest (which assignment it shall and may be lawful for them with such authority and approbation as aforesaid to make and execute) be endorsed hereon or annexed hereto and regularly signed in the presence of a credible witness by two of the said Commissioners and by them the said first-mentioned contracting parties and by the person or persons to whom this contract or any part share or interest of in or to the same shall or may have been so transferred or assigned

And the said first-mentioned contracting parties do for themselves their heirs executors and administrators likewise further covenant contract and agree to and with the said Commissioners that if this contract or any part share or interest of in or to the same shall at any time be transferred or assigned to any person or persons in every such case they the said first-mentioned contracting parties shall and will notwithstanding such transfer or assignment be responsible for the due and faithful execution hereof by the person or persons to whom such transfer or assignment may be made and in case such last-mentioned person or persons shall fail or neglect to comply with the terms of this contract or any part thereof they the said first-mentioned contracting parties hereby covenant with the said Commissioners to be accountable and to answer for and make good the same in like manner as if no such transfer or assignment had taken place

And in pursuance of the directions contained in a certain Act of Parliament made and passed in the 22d year of the reign of King George the Third intituled "An Act for restraining any Person concerned in any Contract Commission or Agreement made for the Public Service from being elected or sitting and voting as a Member of the House of Commons" it is hereby expressly declared and agreed that these presents are upon this express condition and the said first-mentioned contracting parties do covenant for themselves their heirs executors and administrators that no Member of the House of Commons shall be admitted to any share or part of this contract or agreement or to any benefit to arise therefrom

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above-written

Nath. Gould (L.S.)
Charles Bischoff (L.S.)
Edmund King (L.S.)
James Dowie (L.S.)
Peter Richards (L.S.)
Alex. Milne (L.S.)

Signed sealed and delivered (being first duly stamped) in the presence of } *Antonio Brady.*

Clothing Royal Marines.

Know all men by these presents That we Nathaniel Gould Charles Bischoff Edmund King and James Dowie of Pall Mall East in the Liberty of the City of Westminster army clothiers and copartners trading under the firm of Hebbert & Co. Charles Wetherall of Ealing in the county of Middlesex esquire and Philip Smith Coxe of Hamilton Terrace Saint John's Wood in the said county solicitor are jointly and severally held and firmly bound unto our Sovereign Lady Victoria by the Grace of God Queen of the United Kingdom of Great Britain and Ireland in three thousand pounds of good and lawful money of Great Britain to be paid to our said Sovereign Lady the Queen Her heirs or successors to which payment well and truly to be made we bind ourselves and each of us for the whole and our several and respective heirs executors and administrators and each and every of them firmly by these presents Sealed with our seals. Dated this 28th day of November in the year of our Lord one thousand eight hundred and fifty-six

The

The condition of the above obligation is such that if the above-bounden Nathaniel Gould Charles Bischoff Edmund King and James Dowie their executors or administrators do and shall well and truly observe perform fulfil and keep all and singular the covenants promises articles clauses agreements matters and things mentioned and contained in a certain deed under seal bearing even date herewith purporting to be a contract made between the above-bounden Nathaniel Gould Charles Bischoff Edmund King and James Dowie of the one part and the Commissioners for executing the office of Lord High Admiral of the United Kingdom of Great Britain and Ireland (for and on behalf Her Majesty) of the other part which on the part and behalf of the above-bounden Nathaniel Gould Charles Bischoff Edmund King and James Dowie their executors or administrators are and ought to be observed performed fulfilled and kept according to the true sense intent and meaning of the said instrument or contract that then the above obligation shall be void and of no effect or otherwise shall be and remain in full force and virtue.

Nath. Gould (L.S.)
Charles Bischoff (L.S.)
Edmund King (L.S.)
James Dowie (L.S.)
C. Wetherall (L.S.)
Philip Smith Coxe (L.S.)

Signed sealed and delivered (being first duly stamped) in the presence of *Jno. Douthy.*

No. 3.

PARTICULAR mentioned and referred to in the CONTRACT hereunto annexed, for Supplying and Delivering into Store, at Her Majesty's Victualling Yard at *Deptford*, all such of the undermentioned CLOTHING, and WOOLLEN and LINEN ARTICLES of NECESSARIES, as may from time to time be required for the ROYAL MARINES, viz.:—

		DIVISIONAL COMPANIES.	ARTILLERY COMPANIES.
	Clothing made up:	£. s. d.	£. s. d.
Serjeants	Tunics—Including chevrons, embroidered shoulder straps, and silk twist button holes, at each	1 2 1	1 1 11
Serjeants	Jackets—White cloth, with blue cuffs and collar, at each	– 11 2	– 11 2
Serjeants	Trousers—Oxford mixture, per pair	– 9 4	– 9 4
Serjeants	Stockings—White worsted „	– 1 2	– 1 2
Drummers	Tunics, at each	1 2 –	1 2 5
Privates	Tunics—Including embroidered shoulder straps, at each	– 17 4	– 17 6
Privates	Jackets—White kersey, with blue cuffs and collar, at each	– 5 7	– 5 7
Privates	Trousers—Oxford mixture, per pair	– 7 3	– 7 3
	Badges of Merit—For Divisional Companies, at each	– 12 9	—
	Ditto ditto—For Artillery Companies, at each	– – –	– 13 6
Corporals	Cheverons—For Divisional Companies „	– – 3½	—
	Ditto - For Artillery Companies „	– – –	– – 4
Bombardiers	Ditto - - - - ditto - - „	– – –	– – 2½
	Clothing in Materials:		
Serjeants Major	Tunics—Including chevrons, embroidered shoulder straps, crowns, &c., at each	3 10 6	3 6 8
Quartermaster Serjeants.	Tunics—Including chevrons, embroidered shoulder straps, &c., at each	3 1 5	—
Drum Majors	Tunics—Including chevrons, laced wings, &c. at each	3 6 3	—
Band Serjeants	Tunics—Including laced wings, &c., at each	3 11 4	—
For the above Ranks,	Trousers—Oxford mixture, per pair	– 16 2	– 16 2
Bandsmen	Tunics—Including wings, &c., at each	1 – 3	—
Bandsmen	Shell Jackets—White, with scarlet cuffs, &c., at each	– 14 3	—
Bandsmen	Trousers—Oxford mixture, broad scarlet stripe, per pair	– 9 7½	—
Serjeants	Tunics—Including chevrons, and embroidered shoulder straps, with silk twist for button holes, at each	– 19 10	– 19 6
Serjeants	Jackets—White cloth, with chevrons, and blue cuffs and collar, at each	– 11 1½	– 11 1½
Serjeants	Trousers, Oxford mixture, per pair	– 8 11	– 8 11
Drummers	Tunics, at each	– 18 3	– 18 6

(*continued*)

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		DIVISIONAL COMPANIES.	ARTILLERY COMPANIES.
	Clothing in Materials—*continued.*	£. s. d.	£. s. d.
Privates	Tunics—Including embroidered shoulder straps, at each	– 16 3	– 16 5
Privates	Jackets—White kersey, with blue cuffs and collar, at each	– 5 5½	– 5 5½
Privates	Trousers—Oxford mixture, per pair	– 7 –½	– 7 –½
Corporals of Divisional Companies.	Chevrons—For tunics and jackets, at each	– – 1¾	—
Corporals of Artillery Companies.	Ditto - - - - ditto - „	- - -	– – 2¼
Bombardiers of Artillery Companies.	Ditto - - - - ditto - „	- - -	– – 1¼
	Duck Frocks - - - - - - - - „	– 2 3	– 2 3
	Duck Trousers, per pair	– 2 3	– 2 3
	Necessaries made up:		
Serjeants	Great Coats, at each	– 16 5	– 16 5
Serjeants	Trousers—Oxford mixture, per pair	– 9 4	– 9 4
Serjeants	Jackets—Scarlet shell, with chevrons, and blue cuffs and collar, at each	– 14 6	—
Serjeants	Jackets—Blue shell, with chevrons, and blue cuffs and scarlet collar, at each	- - -	– 14 4
Serjeants	Jackets—White cloth, with chevrons, and blue cuffs and collar, at each	– 12 1½	– 12 1½
Privates	Great coats, at each	– 13 4	– 13 4
Privates	Trousers—Oxford mixture, per pair	– 7 3	– 7 3
Privates	Jackets—Red shell, with blue cuffs and collar, at each	– 11 –	—
Privates	Jackets—Blue shell, with blue cuffs and scarlet collar, at each	- - -	– 11 4
Privates	Jackets—White kersey, with blue cuffs and collar, at each	– 5 7	– 5 7
Privates	Linen bags, at each	– 2 1¼	– 2 1¼
	Necessaries in Materials:		
Serjeants	Jackets—Scarlet shell, with chevrons, and blue cuffs and collar, at each	– 12 11	—
Serjeants	Jackets—Blue shell, with chevrons, and blue cuffs and scarlet collar, at each	- - -	– 12 7
Serjeants	Trousers—Oxford mixture, same as for clothing, per pair	– 8 11	– 8 11
Serjeants	Trousers—Oxford mixture, including black thread [for issue afloat], per pair	– 9 –½	– 9 –½
Privates	Jackets—Red shell, with blue cuffs and collar, at each	– 10 4½	—
Privates	Jackets—blue shell, with blue cuffs and scarlet collar, at each	- - -	– 10 8
Privates	Trousers—Oxford mixture, same as for clothing, per pair	– 7 –½	– 7 –½
Privates	Trousers—Oxford mixture, including black thread [for issue afloat], per pair	– 7 2	– 7 2
Privates	Duck Trousers, per pair	– 2 4¼	– 2 4¼

		ROYAL MARINES.
	Boatmen's Clothing made up:	
Serjeant Cockswains	Neckerchiefs, red twilled cotton - - - - at each	– – 7½
Privates	Shirts, striped cotton - - - - - - „	– 1 9¼
Privates	Neckerchiefs (same as Serjeants) - - - „	– – 7½
	Caps - - - - - - - - - - „	– 2 9
	Boatmen's Clothing in Materials:	
Serjeants' Tunic	Blue cloth, No. 1 sample - - - - - - „	1 – 1
Ditto Trousers	Blue cloth (same as tunic) - - - - - per pair	– 12 1
Privates' Jackets	Blue cloth, No. 2 sample - - - - - - at each	– 14 7
Ditto Trousers	Blue cloth (same as jacket) - - - - - per pair	– 9 9

The

The clothing to be supplied either made up, or in materials for making up, as may from time to time be demanded, and all the articles to be supplied according to the annexed scales and diagrams—numbered from 1 to 16.

The coats, jackets, trousers, and other made-up articles are to be of the same quality of cloths as the patterns for clothing in materials. And the whole of the cloths to be measured agreeably to the custom of the woollen trade.

The cloths to be of the weights, per yard of 36 inches, specified on the cards attached to the patterns. And the buttons for the coats and jackets in materials to be on cards.

All the articles to be conformable in every respect, and nowise inferior, to the patterns; and to be such as shall be approved of by the proper surveying or receiving officers, and in every respect fit for Her Majesty's service, otherwise such officers may reject the same.

In case of any articles being sent to Her Majesty's victualling premises for delivery under the contract, even within the time limited for their delivery, and found not to be answerable to the conditions herein specified, and therefore refused to be received by the proper receiving officers, the contractor is to forfeit and pay to Her Majesty (by abatements to be made from any bill or bills to be made out in pursuance of the contract, or by such other mode as the Lords Commissioners of the Admiralty shall think proper) the sum of 10 *l.*

Rejected articles to be taken back by, and at the expense of, the contractor within 14 days after notice given to him of their rejection, or not being answerable to the conditions of the contract, and in default he is to pay to Her Majesty 10 *l.* And if not removed within that time, the contractor is to pay a further sum of 40 *s.* for each and every day they shall not be removed.

In case of failure on the part of the contractor to deliver all such articles as may from time to time be demanded within two calendar months after having been demanded, or if the whole or any part thereof shall be rejected by the proper officers, the said Commissioners to be at liberty to purchase other articles in lieu, and to charge the excess of value and all extra expenses to the contractor, with a sum in addition at the rate of 5 *l.* per cent. upon the contract price of the articles which he shall fail to have delivered.

Certificates will be given by the officers of the said yard of the delivery and receipt of such articles as shall from time to time be supplied, in pursuance of the contract; which certificates are to be lodged in the office of the Accountant-general of the Navy, in Somerset-place, when bills for the amount due will be immediately made out, payable in seven days from and after the respective dates thereof.

Every tender must be accompanied by a letter addressed to the Secretary of the Admiralty, at Somerset-place, and signed by two responsible persons engaging to become bound, with the person tendering, in the sum of 3,000 *l.* for the due performance of the contract; and the letter must contain a reference to some person or persons well acquainted with the sufficiency of the parties so offering to become bound. And persons in partnership with the contractor, or with each other, will not be accepted as sureties.

The contractor is to covenant not to transfer the contract without the consent in writing of two of the Commissioners for executing the office of Lord High Admiral, and not to pay fees to any servant of the public in the Naval Department; and no Member of the House of Commons is to be admitted to any part or share of the contract.

The contract to commence immediately, and to continue in force for 12 calendar months certain, and after the expiration of that time, until the expiration of three calendar months' warning, which may be given in writing, either by the contractor or by the Lords Commissioners of the Admiralty, to discontinue the same; but in case of any breach of the contract, it shall be lawful for the said Commissioners, by writing under the hands of two of them, or under the hand of their secretary, to determine the contract without any previous notice to the contractor, who is not to be entitled to any compensation in consequence of such determination, but is to be liable to all the responsibilities which he may have previously incurred.

All fines made payable by the contractor shall be deemed stipulated damages.

Admiralty, 1856. (signed) *Hebbert & Co.*

Appendix, No. 6.

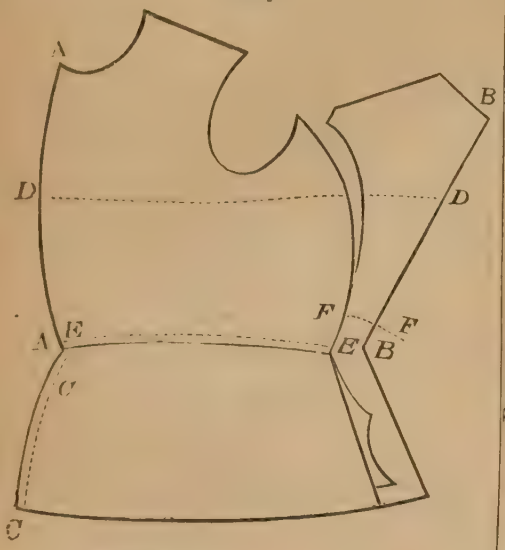
SCALES AND DIAGRAMS.

1. Diagrams and Scales of Measurements for Serjeants', Drummers' and Privates', Divisional and Artillery Companies, Tunics.
2. Ditto for Serjeants' and Privates', Divisional Companies, Jackets, White and Red.
3. Ditto for Serjeants', Drummers' and Gunners', Artillery Companies, Jackets, Blue and White.
4. Scale of Materials for Staff Serjeants' and Drum Majors' Tunics.
5. Ditto for Band Serjeants' Tunics.
6. Ditto for 25 Band Tunics.
7. Diagrams and Scales of Measurements for Cloth Trousers, Oxford Mixture.
8. Scale of Materials required for Trousers for Staff Serjeants, Band Serjeant, and Drum Major.
9. Diagrams and Scales of Measurements for Serjeants', Privates' and Gunners' Great Coats.
10. Scale of Articles for Clothing required in Materials for every 25 Suits, Divisional Companies.
11. Ditto for Artillery Companies.
12. Ditto of the Numbers of each Size to be supplied in every 100 of Made-up Articles, Divisional Companies.
13. Ditto for Artillery Companies.
14. Ditto of Materials for 25 Duck Frocks, or for 25 Duck Trousers.
15. Ditto of Articles for Shell Jackets for Bandsmen required in Material, for every 25.
16. Ditto 25 Jackets, of each Description, for Divisional and Artillery Companies.
17. Ditto 6 pairs Serjeants' and Privates' Trousers, Oxford Mixture.
18. Ditto Boatmen's Clothing, complete.

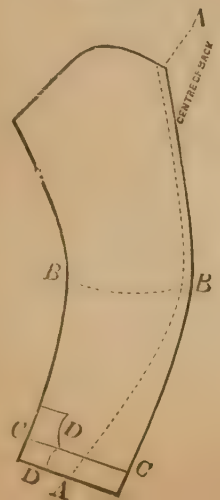
1.—DIVISIONAL AND ARTILLERY COMPANIES. (*Note.*—The sizes for Artillery Companies to commence at 5 feet 9 inches.)

Scale of Measurement for Single Breasted Tunics.)

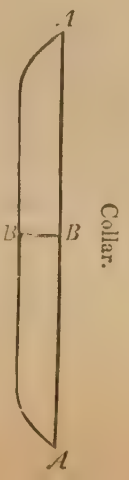
Body.



Sleeve.



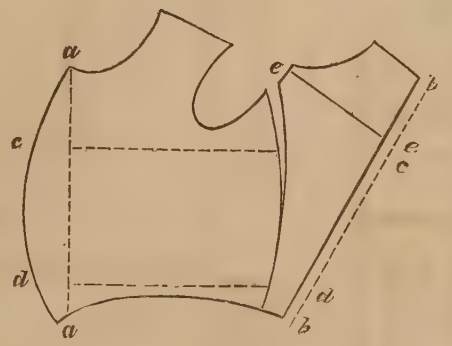
Collar.



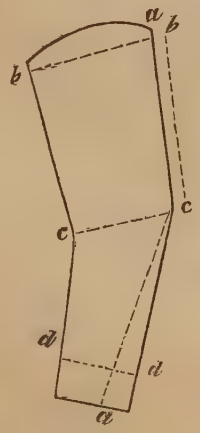
		5 Feet 5 Inches.			5 Feet 6 Inches.			5 Feet 7 Inches.			5 Feet 8 Inches.			5 Feet 9 Inches.			5 Feet 10 Inches.			5 Feet 11 Inches.			6 Feet.			6 Feet 1 Inch.		
		Small.	Middling.	Large.	Small.	Middling.	Large.	Small.	Middling.	Large.	Small.	Middling.	Large.	Small.	Middling.	Large.	Small.	Middling.	Large.	Small.	Middling.	Large.	Small.	Middling.	Large.	Small.	Middling.	Large.
		Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.
Body.	*A* to *A*	16¾	16¾	16¾	17	17	17	17¼	17¼	17¼	17½	17½	17½	17¾	17¾	17¾	18	18	18	18¼	18¼	18¼	18½	18½	18½	18¾	18¾	18¾
	B „ *B*	17¾	17¾	17¾	18	18	18	18¼	18¼	18¼	18½	18½	18½	18¾	18¾	18¾	19	19	19	19¼	19¼	19¼	19½	19½	19½	19¾	19¾	19¾
	C „ *C*	10¼	10¼	10¼	10½	10½	10½	10¾	10¾	10¾	11	11	11	11¼	11¼	11¼	11½	11½	11½	11¾	11¾	11¾	12	12	12	12¼	12¼	12¼
	D „ *D*	18	18½	19	18	18½	19	18	18½	19	19	20	21	19	20	21	19	20	21	19	20	21	19	20	21	19	20	21
	E „ *E*	15	15½	16	15	15½	16	15	15½	16	16	17	18	16	17	18	16	17	18	16	17	18	16	17	18	16	17	18
	F „ *F*	–	3¾	–	–	3¾	–	–	3¾	–	–	3¾	–	–	3¾	–	–	3¾	–	–	3¾	–	–	3¾	–	–	3¾	–
Sleeve.	*A* to *A*	32½	32½	32½	33	33	33	33½	33½	33½	34	34	34	34½	34½	34½	35	35	35	35½	35½	35½	36	36	36	36½	36½	36½
	B „ *B*	6½	6¾	7	6½	6¾	7	6½	6¾	7	6½	6¾	7	6½	6¾	7	6½	6¾	7	6½	6¾	7	6½	6¾	7	6½	6¾	7
	C „ *C*	5½	5¾	6	5½	5¾	6	5½	5¾	6	5½	5¾	6	5½	5½	6	5½	5¾	6	5½	5¾	7	5½	5¾	7	5½	5¾	7
	D „ *D*	2¾	2¾	2¾	2¾	2¾	2¾	2¾	2¾	2¾	2¾	2¾	2¾	2¾	2¾	2¾	2¾	2¾	2¾	2¾	2¾	2¾	2¾	2¾	2¾	2¾	2¾	2¾
Collar.	*A* to *A*	16½	16½	16½	16¾	16¾	16¾	17	17	17	17½	18	18½	17½	18	18½	17½	18	18½	17½	18	18½	17¾	18	18½	17½	18	18½
	B „ *B*	2¼	2¼	2¼	2¼	2¼	2¼	2¼	2¼	2¼	2¼	2¼	2¼	2¼	2¼	2¼	2¼	2¼	2¼	2¼	2¼	2¼	2¼	2¼	2¼	2¼	2¼	2¼

Diagrams and Scale of Measurement for White Cloth Drill Jackets, and Red Shell Jackets.

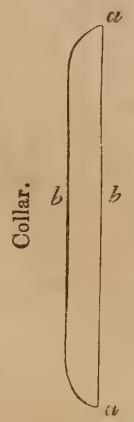
Body.



Sleeve.



Collar.

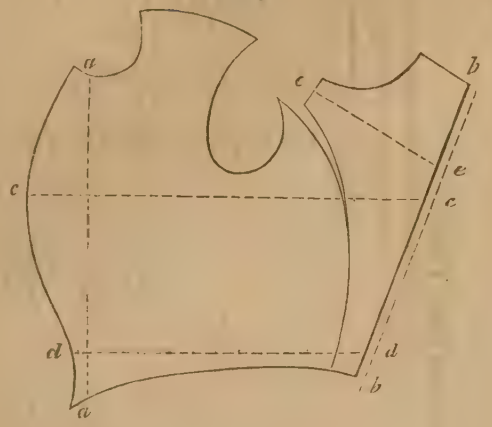


		5 Feet 8 Inches.			5 Feet 9 Inches.			5 Feet 10 Inches.			5 Feet 11 Inches.			6 Feet.		
		Small.	Middling.	Large.	Small.	Middling.	Large.	Small.	Middling.	Large.	Small.	Middling.	Large.	Small.	Middling.	Large.
		Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.
Body.	*a* to *a*	20	20	20	20¼	20¼	20¼	20½	20½	20½	20¾	20¾	20¾	21¼	21¼	21¼
	b „ *b*	21	21	21	21¼	21¼	21¼	21½	21½	21½	21¾	21¾	21¾	22¼	22¼	22¼
	c „ *c*	21½	22	23	21½	22	23	21½	22	23	21½	22	23	21½	22	23
	d „ *d*	17	18	19½	17	18	19½	17	18	19½	17	18	19½	17	18	19½
	e „ *e*	7	7½	8	7	7½	8	7	7½	8	7	7½	8	7	7½	8
Sleeve.	*a* to *a*	27	27	27	27¾	27¾	27¾	28¼	28¼	28¼	29	29	29	30	30	30
	b „ *b*	9	9¼	9¾	9	9¼	9¾	9	9¼	9¾	9	9¼	9¾	9	9¼	9¾
	c „ *c*	7¼	7½	7¾	7¼	7½	7¾	7¼	7½	7¾	7¼	7½	7¾	7¼	7½	7¾
	d „ *d*	6	6¼	6¼	6	6¼	6¼	6	6¼	6¼	6	6¼	6¼	6	6¼	6¼
Collar.	*a* to *a*	17	17½	18	17	17½	18	17	17½	18	17	17½	18	17	17½	18
	b „ *b*	2½	2½	2½	2½	2½	2½	2½	2½	2½	2½	2½	2½	2½	2½	2½

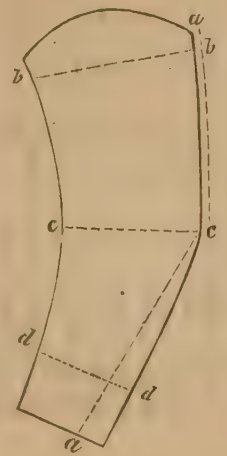
3.—ARTILLERY COMPANIES.

Diagrams and Scale of Measurement for Blue and White Shell Jackets.

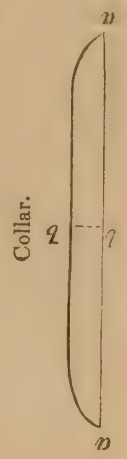
Body.



Sleeve.



Collar.



		5 Feet 9 Inches.			5 Feet 10 Inches.			5 Feet 11 Inches.			6 Feet.			6 Feet 1 Inch.		
		Small.	Middling.	Large.	Small.	Middling.	Large.	Small.	Middling.	Large.	Small.	Middling.	Large.	Small.	Middling.	Large.
		Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.
Body.	*a* to *a*	20¼	20½	20¼	20½	20½	20½	20¾	20¾	20¾	21	21	21	21¼	21¼	21¼
	b „ *b*	21¼	21¼	21¼	21½	21½	21½	21¾	21¾	21¾	22	22	22	22¼	22¼	22½
	c „ *c*	21¾	22¼	23½	21¾	22¼	23½	21¾	22¼	23½	21¾	22½	24	22	23	24½
	d „ *d*	17	18	19½	17	18	19½	17	18	19½	17	18¼	19¾	17	18¼	19¾
	e „ *e*	7	7½	8	7	7½	8	7	7½	8	7	7¾	8¼	7	7¾	8½
Sleeve.	*a* to *a*	27¾	27¾	27¾	28¼	28¼	28¼	29	29	29	30	30	30	31	31	31
	b „ *b*	9	9½	10	9	9½	10	9	9½	10	9¼	9¾	10½	9½	9¾	10½
	c „ *c*	7½	7½	7¾	7½	7½	7¾	7½	7½	7¾	7½	7½	7¾	7½	7¾	8
	d „ *d*	6	6¼	6¼	6	6¼	6¼	6	6¼	6¼	6	6¼	6½	6¼	6½	6½
Collar.	*a* to *a*	17	17½	18	17	17½	18	17	17½	18	17	17½	18	17	17½	18½
	b „ *b*	2½	2½	2½	2½	2½	2½	2½	2½	2½	2½	2½	2½	2½	2½	2½

4.—Scale of Materials required for Tunics for Staff Serjeants and Drum Majors.

MATERIALS FOR TUNICS.		Serjeant Majors.		Quartermaster Serjeants.	Drum Majors.
		Divisional Companies.	Artillery Companies.		
Scarlet cloth	yard	1⅝	¼	1⅝	1⅝
Blue ditto	,,	¼	1⅝	¼	¼
White ditto	,,	⅛	⅛	⅛	⅛
Rattinette	,,	2	2	2	2
Cotton	,,	1½	1½	1½	1½
Padding cloth	,,	½	½	½	½
Canvas	,,	¾	¾	¾	¾
Wadding sheets	,,	2	2	2	2
Tunic buttons	number	22	22	22	22
Hooks and eyes	pairs	1	1	1	1
Hooks	number	4	4	4	4
Scarlet silk	skeins	2	-	2	2
White ditto	,,	1	1	1	1
Gold-coloured ditto	,,	1	1	1	1
Scarlet twist	yard	2	-	2	2
Gold lace	,,	6	6	6	6
Ditto braid	,,	1	1	1	—
Ditto embroidered straps	pairs	1	1	1	—
Ditto wings	,,	-	-	-	1
Ditto crowns	number	2	2	—	—
Black silk	skeins	-	2	—	—
Ditto twist	yard	-	2	—	—
Hooks, large, for waistbelt	number	1	1	1	1

5.—Scale of Materials for Band Serjeants' Tunic.

White cloth	yard	1⅝
Scarlet cloth	,,	¼
Shalloon	,,	2
Cotton	,,	1½
Padding cloth	,,	½
Canvas	,,	¾
Wadding	sheets	2
Tunic buttons	number	22
Hook and eye	pair	1
Hooks	number	4
White silk	skeins	2
Gold-colour silk	,,	1
White twist	yards	2
Gold lace	,,	6
Ditto wings	pair	1

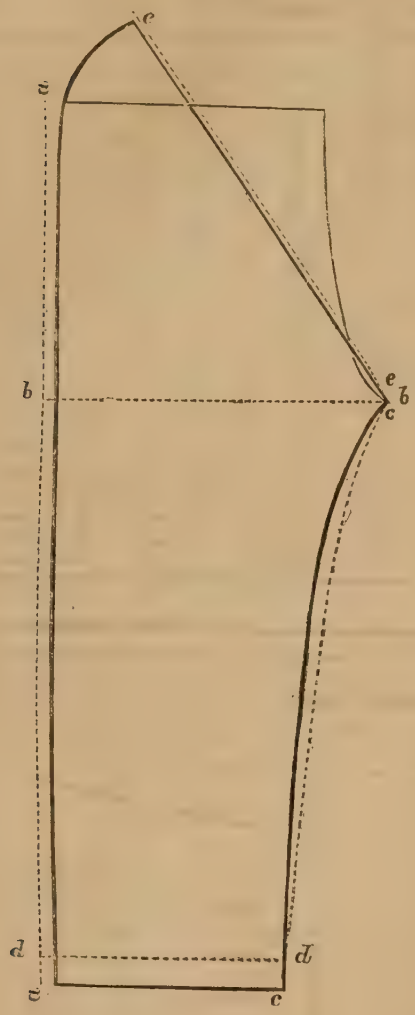
6.—Scale of Materials for 25 Band Tunics.

		Yards.	Inches.
⅚ White cloth		37	18
⅚ Scarlet ditto for edging and facings		6	9
34-Inch shalloon		43	25
35 ditto cotton		37	18
White lace		100	—
Scarlet lace		175	—
White twist		25	—
Buttons	number	550	—
Hooks and eyes	pairs	25	—
Hooks	number	100	—
Hooks, brass, to support belt	,,	25	—
Embroidered wings	pairs	25	—
Wadding	sheets	25	—
White silk	skeins	50	—

7.—Divisional and Artillery Companies.

Diagrams and Scale of Measurements for Oxford Mixture Cloth Trousers.

Trousers.

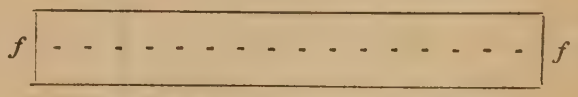


DIVISIONAL COMPANIES.

			Sizes.		
			5 Feet 8 Inches.	5 Feet 10 Inches.	6 Feet.
			Inches.	Inches.	Inches.
a	to	*a*	46½	48¾	50
b	„	*b*	14	14	14¾
c	„	*c*	32	33⅓	34¼
d	„	*d*	10½	10½	10½
e	„	*e*	19	20	21
f	„	*f*	18½	18½	19⅓

A turn-up at the bottom 1¼ inches wide.

Waistband.



ARTILLERY COMPANIES.

			Sizes.		
			5 Feet 9 Inches.	5 Feet 11 Inches.	6 Feet 1 Inch.
			Inches.	Inches.	Inches.
a	to	*a*	47½	49½	51
b	„	*b*	14	14¼	14¾
c	„	*c*	32½	34	35½
d	„	*d*	10½	10½	10½
e	„	*e*	19	20	21
f	„	*f*	18½	19	19½

A turn-up at the bottom 1½ inches wide.

8.—Scale of Materials required for Trousers for Staff Serjeants, Band Serjeants, and Drum Majors.

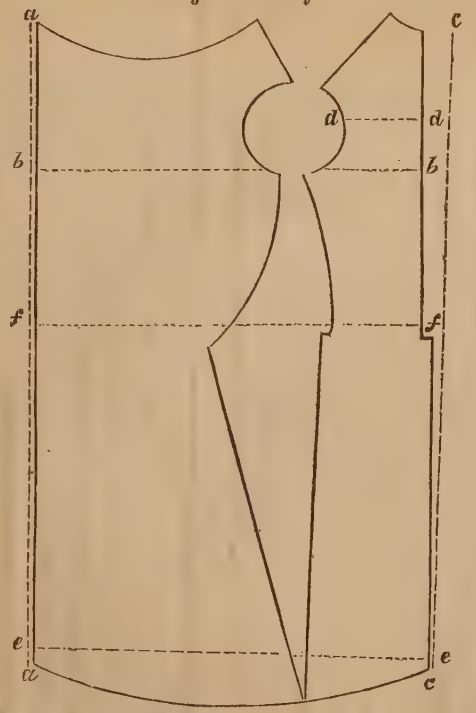
DESCRIPTION OF ARTICLES.	Yards.	Inches.
Oxford mixture, cassimere superfine	2	27
Black linen	—	9
Canvas	—	9
Large 4-hole buttons for trousers	8 number	—
Small 4-hole „ „	14 number	—
Black silk	2 number	—
Do. twist	1 yard	—
Do. thread	½	—
White calico	—	18
* Scarlet cloth, superfine	2 inches wide	50 inches long.
† Do. do.	4½ inches wide	50 inches long.

* For Serjeant Majors and Quartermaster Serjeants.

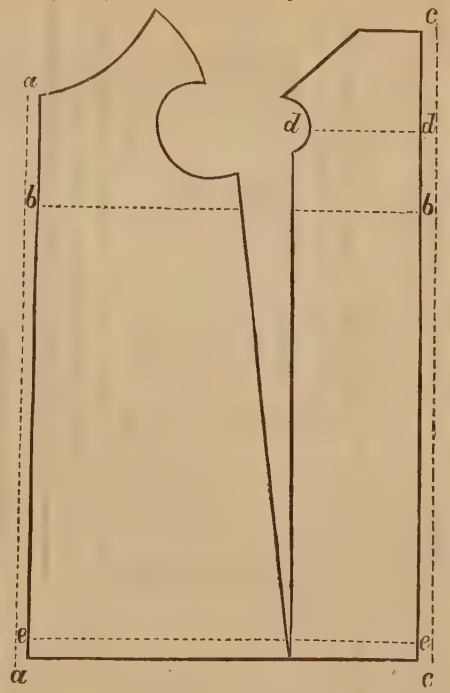
† For Drum Major and Band Serjeant.

9.—Diagrams and Measurements for Serjeants' and Privates' Great Coats.

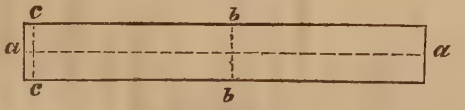
Serjeant's Body.



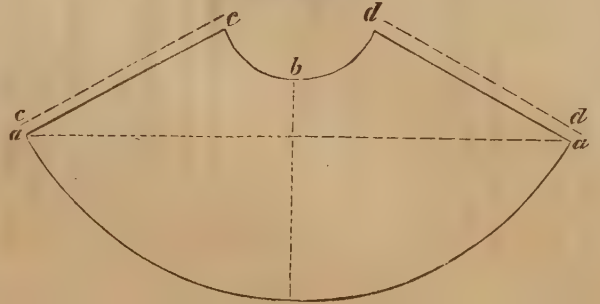
Private's Body.



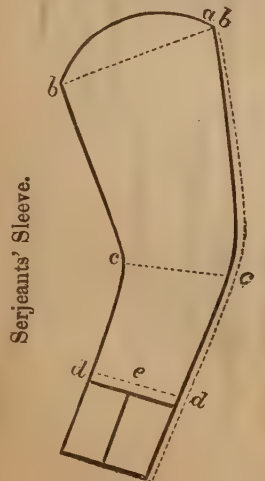
Collar of both.



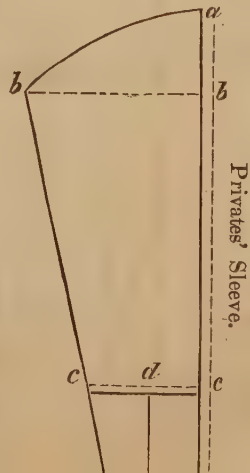
½ Cape of Both.



Serjeants' Sleeve.



Privates' Sleeve.



			SIZES.									
			Serjeants.					Privates.				
			5 Feet 8 Inches.	5 Feet 9 Inches.	5 Feet 10 Inches.	5 Feet 11 Inches.	6 Feet.	5 Feet 8 Inches.	5 Feet 9 Inches.	5 Feet 10 Inches.	5 Feet 11 Inches.	6 Feet.
			Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.	Ins.
Body.	*a* to *a*		52	53	54	55	56	49	50	51	52	53
	b „ *b*		26½	27	28	29	30	29	29	29	29⅓	29½
	c „ *c*		54	55	56	57	58	52	53	53	54¼	55
	d „ *d*		8½	9	9½	10	10½	9¼	9¼	9½	9¼	9¼
	e „ *e*		38	38	39	40	41	43½	43½	43½	43½	43½
	f „ *f*		23½	24	24½	25	25½					
Sleeve.	*a* to *a*		35½	35½	35½	35½	35½	33	33	33	34	34
	b „ *b*		10	10	10	10	10	10½	10½	10½	10½	10½
	c „ *c*		8¼	8¼	9	9	9½	7	7	7	7	7
	d „ *d*		6¾	6¾	6¾	6¾	6¾	7	7	7	7	7
	e „ *e*		6½	6½	6½	6½	6½					
Collar.	*a* to *a*		23	23	23	23	23	23	23	23	23	23
	b „ *b*		4½	4½	4½	4½	4½	4½	4½	4½	4½	4½
½ Cape.	*a* to *a*		37	37	37	37	37	30	30	30	30	30
	b „ *b*		17	17	17	17	17	11½	11½	11½	11½	11½
	c „ *c*		16	16	16	16	16	12	12	12	12	12
	d „ *d*		18½	18½	18½	18½	18½	12¾	12¾	12¾	12¾	12¾

10.—Scale of Articles for Clothing required in Materials for every 25 Suits.

ARTICLES.	DIVISIONAL COMPANIES.			
	Serjeants.		Privates.	
	Yards.	Inches.	Yards.	Inches.
For 25 Tunics.				
6-4 wide scarlet cloth	37	18	—	—
6-4 ditto red ditto	-	-	37	18
6-4 ditto blue ditto	3	17	2	28
6-4 ditto white ditto	2	28	2	28
31½-inch serge	37	18	37	18
35 ditto cotton	25	-	25	—
35 ditto holland	12	18	12	18
White lace	25	-	25	—
Chevron ditto	75	—	—	—
Red ditto for pocket stays	12	18	12	18
Buttons (in number)	550 No.		550 No.	
Hooks and eyes	25 pairs		25 pairs	
Hooks	100 single		100 single	
Hooks, brass (to support waistbelt)	25 No.		25 No.	
Scarlet twist	25	—	—	—
Red ditto	-	-	25	—
Embroidered shoulder straps	25 pairs		25 pairs	
Canvas	1	18	1	18
Drummers' lace for drummers' tunics	-	-	250	—
Ditto back fringe	-	-	25 No.	
Ditto edging lace	-	-	175	—
For 25 White Jackets.				
6-4 white cloth	27	18	—	—
6-4 white milled kersey	-	-	27	18
6-4 blue cloth	3	30	3	20
Small buttons (in number)	300 No.		300 No.	
Whited brown thread	6 oz.		6 oz.	
Hooks and eyes	25 pairs		25 pairs	
Hooks, brass (to support waistbelt)	25 No.		25 No.	
White twist	25	—	—	—
For 25 Pairs of Trousers (for Clothing and Necessaries).				
6-4 wide Oxford mixture cloth	35	18	35	18
Brown holland	6	12	6	12
Black linen	2	-	2	—
Iron japanned 4-hole buttons	250 No.		250 No.	
Scarlet cloth	1	15	—	—
Red ditto	-	-	1	15
Scarlet ditto for bandsmen	-	-	2	30
For 25 Corporals' Chevrons.				
6-4 wide blue cloth	-	-	-	12½
Lace, narrow	-	-	29	6

11.—Scale of Articles for Clothing required in Materials for every 25 Suits.

Articles.	Artillery Companies.			
	Serjeants.		Gunners.	
	Yards.	Inches.	Yards.	Inches.
For 25 Tunics.				
6-4 blue cloth	39	21	39	21
6-4 scarlet ditto	1	14	—	21
6-4 white ditto	2	28	2	28
31½-inch serge	37	18	37	18
35 ditto cotton	25	—	25	—
35 ditto holland	12	18	12	18
Canvas	1	18	1	18
Yellow lace	25	—	25	—
Chevron lace	75	—	—	—
Black ditto for pocket stays	12	18	12	18
Buttons (in number)	550 No.		550 No.	
Hooks and eyes	25 pairs		25 pairs	
Hooks	100 single		100 single	
Hooks, brass (to support waistbelt)	25 No.		25 No.	
Black twist	25	—	25	—
Embroidered shoulder straps	25 pairs		25 pairs	
Drummers' lace for drummers' tunics	—	—	250	—
Ditto back fringe	—	—	25 No.	
Ditto edging lace	—	—	175	—
For 25 White Jackets.				
6-4 white cloth	27	28	—	—
6-4 white milled kersey	—	—	27	28
6-4 blue cloth	3	30	3	20
Small buttons (in number)	300 No.		300 No.	
Whited brown thread	6 oz.		6 oz.	
Hooks and eyes	25 pairs		25 pairs	
Hooks, brass (to support waistbelt)	25 No.		25 No.	
White twist	25	—	—	—
For 25 Pairs Trousers.				
6-4 wide Oxford mixture	35	18	35	18
Brown holland	8	12	8	12
Black linen	2	—	2	—
Iron japanned 4-hole buttons	250 No.		250 No.	
Scarlet cloth	1	15	—	—
Red ditto	—	—	1	15
For 25 Corporals' and 25 Bombardiers' Chevrons.				
Corporals — 6-4 scarlet cloth	—	—	—	12½
Corporals — Lace, narrow	—	—	29	6
Bombardiers — 6-4 scarlet cloth	—	—	—	6½
Bombardiers — Lace narrow	—	—	14	21

12.—A Scale of the Numbers of each Size to be supplied in every Hundred of the under-mentioned Articles.

	SIZES.		Small.	Middling.	Large.
	Feet.	*Inches.*			
Serjeants' Tunics	5	8	6	6	4
Serjeants' White jackets—cloth No. 1	5	9	6	6	6
	5	10	10	14	10
Serjeants' Scarlet shell jackets—No. 1	5	11	6	6	4
	6	0	6	6	4
Privates' Tunics	5	7	6	6	6
Privates' White jackets—No. 1	5	8	6	6	4
	5	9	6	6	6
Privates' Red shell jackets—No. 1	5	10	6	6	6
	5	11	4	6	4
	6	0	4	6	4

	SIZES.				
	5 Feet 8 Inches.	5 Feet 9 Inches.	5 Feet 10 Inches.	5 Feet 11 Inches.	6 Feet.
Serjeants' trousers	25	- -	50	- -	25
Privates' ditto	44	- -	32	- -	24
Serjeants' great coats	16	18	34	16	16
Privates' ditto	28	28	20	12	12

13.—A Scale of the Numbers of each Size to be supplied in every Hundred of the under-mentioned Articles for Artillery Companies.

	SIZES.		Small.	Middling.	Large.
	Feet.	*Inches.*			
Serjeants' Tunics	5	9	8	8	7
Serjeants' White jackets—cloth	5	10	10	14	10
	5	11	6	6	4
Serjeants' Blue shell jackets (No. 1, blue)	6	0	6	6	4
	6	1	4	3	4
Gunners' Tunics	5	9	12	12	10
Gunners' White jackets	5	10	10	10	8
Gunners' Blue shell jackets (No. 2, blue, wool-dyed)	5	11	6	6	5
	6	0	4	4	4
	6	1	3	2	4

	SIZES.				
	5 Feet 9 Inches.	5 Feet 10 Inches.	5 Feet 11 Inches.	6 Feet.	6 Feet 1 Inch.
Serjeants' trousers	30	- -	50	- -	20
Gunners' ditto	45	- -	40	- -	15
Serjeants' great coats	16	18	34	16	16
Gunners' ditto	28	28	20	12	12

Appendix, No. 6.

14.—Scale of Articles for the Materials required for every 25 Pairs Duck Trousers or for every 25 Duck Frocks.

¾ wide duck, to weigh 9¾ oz. per yard	70 yards.
Metal 4-hole buttons	250 No.
Thread, whited brown	1 lb.
Duck for necessary white trousers	73 yards.

15.—Scale of Articles for Shell Jackets for Bandsmen, required in Materials for every 25.

DESCRIPTION OF ARTICLES.	YARDS.	INCHES.
White cloth, serjeants' quality	27	28
Scarlet ditto - - ditto	4	11
White rattinette	25	—
Canvas	18	27
Calico	25	—
Wadding, large sheets	25 in No.	—
Hooks and eyes	pairs 25	—
Small buttons	300 in No.	—
White silk	skeins 50 in No.	—
Scarlet silk	„ 25 in No.	—
White twist	25 yards	—
Thread	ounces 12½	—
White lace, for corporals' chevrons	2 yards	—
Scarlet cord	20 yards	—

16.—Scale of Materials required for 25 Shell Jackets Artillery Companies.

	Serjeants.		Privates.	
	Yards.	Inches.	Yards.	Inches.
⅚ wide blue cloth	29	25	29	25
⅚ ditto scarlet ditto	- -	31	- -	31
31½ inch serge	23	- -	23	—
35 ditto cotton	18	27	18	27
Small buttons — number	325	- -	325	—
Hooks and eyes — pairs	25	- -	25	—
Black twist	25	—	—	—
Yellow cords — pairs	25	- -	25	—
Brass hooks (large)	25	- -	25	—
For 25 Shell Jackets. Divisional Companies.				
⅚ wide scarlet cloth	27	28	—	—
⅚ ditto red - ditto	- -	- -	27	28
⅚ ditto blue - ditto	3	4	2	28
31½-inch serge	23	- -	23	—
35 ditto cotton	18	27	18	27
Small buttons — number	300	- -	300	—
Hooks and eyes — pairs	25	- -	25	—
Scarlet twist	25	—	—	—
Brass hooks (large)	25	- -	25	—

17.—Scale of Articles required in Materials for every Six Pairs of Cloth Trousers, Privates (Necessaries for issue afloat).

	Yards.	Inches.
6-4 wide Oxford mixture cloth	8	18
Brown holland	2	0
Iron japanned 4-hole buttons	60 No.	
Black thread	3 oz.	
Red cloth	-	13
Black linen	-	18

N.B.—The same quantities are required for every six pairs of trousers in materials for serjeants serving afloat, substituting scarlet cloth for red.

18.—Scale of Materials required for Boatmen's Clothing.

		Serjeant Coxswain.		Private Boatmen.	
		Yards.	Inches.	Yards.	Inches.
6-4 wide	Blue cloth (No. 1.)	3	2	—	—
	Blue cloth (No. 2.)	-	-	2	31
	Scarlet cloth (No. 1.)	-	3	-	3
	White cloth (No. 1.)	1	4	—	—
	White cloth for edging	-	4	—	—
	White milled kersey	-	-	1	4
31½-inch serge		1	18	1	—
Yard-wide white calico		1	18	1	9
Brown holland		-	18	-	18
Canvas for button stays		-	12	-	9
Lace, yellow		5	—	—	—
Black twist		1	-	2	—
White twist		1	—	—	—
Thread	Black	-	1 oz.	-	1 oz.
	Whited brown	-	0½	-	0½
Buttons	Large tunic	-	22 No.	-	26 small.
	Small for drill jackets	-	12 No.	-	12 No.
	Iron japanned 4-hole	-	12 No.	-	12 No.
Black hooks and eyes		1 pair	-	1 pair	—
Black hooks		4 No.	—	—	—

(signed) *Hebbert & Co.*

Appendix, No. 6.

No. 4.

COPY of the REPORT of the COMMITTEE of INSPECTION.

Victualling Yard, Deptford, 13 February 1857.

REPORT of a Committee composed of the following Officers:—

President: Lieutenant-colonel H. Fleming.

Members: Barrack-master R. J. Little; Captain T. B. V. Fitzgerald; 1st Lieutenant and Quartermaster A. Wolrige; Captain W. G. Congdon; 1st Lieutenant and Adjutant A. Ellis;

Assembled by directions to survey such Royal Marine Clothing, &c., and Barrack Stores as may be at the Depôt, agreeably to Instructions from the Lords Commissioners of the Admiralty;

The Committee have, in consequence, examined the undermentioned articles most minutely and carefully:

No.	Description of Articles.	No.	Description of Articles.
	Clothing made up:		
300	Pairs of serjeants' stockings.	3,600	Pairs of privates' trousers.
21	Drummer's tunics.	8	Serjeant-majors' tunics.
32	Neckerchiefs }	4	Quartermaster-serjeants' tunics.
8	Caps } for boatmen.	3	Drum-major's tunics.
30	Shirts }	4	Band-serjeants' tunics.
20	Bombardiers' chevrons.	21	Staff-serjeants' trousers.
50	Serjeants' badges of merit.	2	Artillery serjeant-majors' tunics.
	Clothing in Materials:	89	Bandsmen's tunics.
920	Privates' tunics.	89	Bandsmen's shell jackets.
2,000	Privates' drill jackets (divisional companies).	89	Bandsmen's trousers.
1,000	Privates' drill jackets (Royal Marine Artillery).	2	Serjeant-coxswains' tunics.
100	Serjeants' tunics (divisional companies).	2	Serjeant-coxswains' trousers.
60	Serjeants' tunics (Royal Marine Artillery).	30	Privates' blue jackets for boatmen.
300	Pairs of serjeants' trousers.	30	Private's trousers for boatmen.
700	Corporals' chevrons.		Necessaries made up:
$14\frac{6}{36}$	Yards privates' (Artillery) blue cloth.	1,560	Flannel shirts.
100	Pairs privates' embroidered straps, (Royal Marine Artillery).	131	Holdalls.
100	Yards of cotton.		Appointments:
50	Yards of brown holland.	8	Serjeants' waistbelt plates.
50	Yards of black lace.	141	Privates' waistbelt plates.
100	Yards of black twist.	4,000	Buff frogs.
1,100	Small hooks.		Barrack Stores:
$16\frac{24}{36}$	Yards of white edging cloth.	60	Palliasses.
$87\frac{18}{36}$	Yards of serge.	200	Bolsters.
$87\frac{18}{36}$	Yards of red lace.		

And

And we do approve thereof, with the following exceptions, viz.:—

No.	Description of Articles.	Remarks.
	Clothing made up:	
300	Pairs of serjeants' stockings	Rejected; not proper weight.
21	Drummers' tunics	Rejected; not equal to pattern and quality.
30	Boatmen's shirts	- - Rejected; not equal to pattern (stripes differ from pattern).
	Clothing in Material:	
920	Privates' tunics	- - Rejected; not equal to pattern in quality or colour, and one-third of the pieces under weight.
2,000	Privates' drill jackets (divisional companies).	Rejected; not equal to pattern in weight or quality.
1,000	Privates' drill jackets (Royal Marine Artillery).	
100	Serjeants' tunics (divisional companies).	- - Scarlet cloth rejected; not equal to pattern in colour or weight.
300	Pairs of serjeants' trousers	- - Rejected; not equal to pattern in quality or colour.
700	Corporals' chevrons	Blue cloth rejected (lace passed).
$14\frac{6}{36}$	Yards of privates' (Artillery) blue cloth.	- - Rejected; not equal to pattern in quality or weight.
3,600	Pairs of privates' trousers	- - Materials passed, but cannot be made up on account of red cloth for stripes having been rejected.
8	Serjeant-majors' tunics	Scarlet cloth rejected; not equal in quality.
4	Quartermaster-serjeants' tunics	
3	Drum-majors' tunics	
4	Band-serjeants' tunics	- - Material passed, but cannot be made up on account of scarlet cloth rejected.
2	Serjeant-majors' tunics (Royal Marine Artillery).	
21	Staff-serjeants' trousers	- - Material passed, but scarlet cloth for stripes rejected.
89	Bandsmen's tunics	- - Rejected; not equal in quality, and every piece light in weight.
89	Bandsmen's shell jackets	
89	Bandsmen's trousers	- - Rejected; not equal to pattern in quality or colour.
2	Serjeant-coxswains' tunics	Blue cloth passed, but scarlet rejected.
30	Privates' blue jackets (boatmen)	Rejected; not equal in quality or weight.
30	Privates' blue trousers (boatmen)	
60	Serjeants' tunics (Royal Marine Artillery).	- - Blue cloth passed, but cannot be made up for want of scarlet cloth rejected.

(signed) *H. Fleming*,
Lieutenant-Colonel and President.

No. 5.

COPY of a Letter from Messrs. *Hebbert & Co.* to Mr. *Grant*, dated February 26, 1857, and of the Report of the Committee of Inspection, dated March 2, 1857.

Sir, 8, Pall Mall East, 26 February 1857.

We have the honour to refer to our letter of the 19th instant, respecting the rejections of the clothing in materials that we have delivered at the Deptford stores, under contract for the Royal Marines.

The serious consequences of the delay that has already taken place, if it should be the opinion of the Board of Admiralty that we are subject to the *fines* and *penalties*, is a matter that occasions us much anxiety, and we are therefore the more eager to be furnished with the grounds upon which the Board have framed their opinion upon these supplies.

We would further remark, that on taking this contract we had determined on giving the most careful attention to its execution, and are satisfied that in the quality and colour of the cloths we are in every way equal to the sealed patterns given us for our guidance; and of this we are prepared, if necessary, to furnish you with the fullest evidence. To attempt to match these cloths more *exactly* than we have done would be quite impossible.

In consequence of our anxiety to meet your request of the 15th ultimo, and to make our deliveries as early as possible, it is possible that some of these cloths, from being incorrectly

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measured, show the weight to be under average. With reference therefore to these cloths, and our letter to you of the 16th January, and your reply of the 20th January, we beg your permission to be allowed to replace them, together with the *whole* of the clothing required to complete the orders dated 2d, 10th and 13th December 1856. This we can do immediately, as the cloths have remained in our warehouse from the date of the last inspection.

We have for so long a period been engaged as army contractors, and have had the honour of clothing, under the patronage of the colonels, nearly one half of the infantry, that we feel we need not remark, either on the respectability of our establishment, or its capability of carrying out a contract of this magnitude. It requires only that the endeavours which we are using to prepare the supplies of a new description of material, under this contract, in every way equal to the engagements we have entered into, should have a reasonable and fair consideration, awarding to us such an amount of confidence from those whose duty it is to inspect the supplies as will prevent unnecessary rejections, to ensure the success of the undertaking.

We have, &c.
(signed) *Hebbert & Co.*

To Thomas Grant, Esq., Comptroller of Victualling,
Admiralty.

Royal Marine Barracks, Woolwich, 2 March 1857.

The Committee, composed of the following officers:—

President: Lieutenant-Colonel H. Fleming.

Members: Lieutenant-Colonel G. W. Congdon; Lieutenant and Adjutant A. Ellis; Captain T. B. V. FitzGerald; Lieutenant and Quartermaster A. Wolrige;

having reassembled, pursuant to orders, contained in the Royal Marine Office letter, dated 28th February 1857, directing them to investigate and report upon the letter from Messrs. Hebbert & Co. to the Comptroller of Victualling, upon the subject of the rejection of clothing recently delivered at the Royal Marine Store Victualling Yard, Deptford.

With regard to paragraph 2, the committee beg most respectfully to refer to the report of survey, dated 13th February 1857, in which all their grounds of rejection are fully laid down and explained.

With regard to paragraph 3, the committee is of opinion that the cloths supplied were not in any way equal to the sealed patterns placed at the Royal Marine Store Victualling Yard, Deptford, for their guidance.

With reference to paragraph 5, the committee feel that they have judged most impartially, and that every reasonable and fair consideration has been given, awarding as much confidence as consistent with their duty to the contractors, and that no unnecessary rejection has taken place.

The committee beg to add that they were solely actuated throughout the survey by feelings compatible with their duty as the surveying officers, as well as justice towards the contractors.

(signed) *H. Fleming*,
Lieutenant-Colonel Royal Marines, and President.

Colonel Brown, Commandant Royal Marines, Woolwich.

No. 6.

COPY of a LETTER from Messrs. *Hebbert & Co.*, to the Secretary of the Admiralty, and of the Proceedings taken thereupon.

8, Pall Mall East, London, 3 February 1857.
(Received 5 March.)

Sir,

WE HAVE the honour to state to you, for the information of the Lords Commissioners of the Admiralty, that we tendered for the supply of clothing for the Royal Marines, and on the 28th November last were informed by the Comptroller of the Victualling Department that our tender had been accepted.

On the 2d, 10th, and 13th of December last, we received several requisitions on this contract for deliveries of a large supply within two months from those dates. The whole of these cloths had to be manufactured, and accordingly took the opportunity of submitting that this was not a reasonable time, it being the first adoption of a new character of cloth, but that we would deliver as soon as possible.

On

On the 15th January following, the Comptroller requested that we would hasten a portion of the deliveries, as they were much required for the Chatham division, to which we replied on the following day:

"We have the honour to acknowledge the receipt of your letter of the 15th instant and beg to state it shall have our immediate attention. We will send down the cloth and materials for Chatham, ordered in your letter of the 20th ultimo, as well as a portion of the order, dated the 10th ultimo, for divisional companies.

"We take the liberty to solicit the Lords Commissioners of the Admiralty for an extension of 21 days upon your orders, dated December 2d, 10th, and 13th; this, we trust, may be allowed to us in consideration that the whole of the supply of cloth required is of a new pattern and quality, and also in consideration of the large requisitions that were made upon us but ten days after the acceptance of our contracts, leaving us but a short time to prepare them.

"Our present difficulty will not occur in future, as we have now completed our preparations to execute all further demands within the time specified in our contracts.

"We beg to add that if it shall please the Lords Commissioners to grant our request, we will endeavour, if found possible, to deliver to the original time, but the late changeable weather renders the process of *dyeing* difficult to work with any degree of certainty as to time."

To which, on the 20th January, we received the following reply:

"In reply to your letter of the 16th instant, I have to acquaint you that your request to be allowed an extension of time for the delivery of the articles of marine clothing, &c., demanded under your contracts on the 2d, 10th, and 13th ultimo, cannot be complied with, but that any circumstances as to non-delivery in time will be considered after the articles shall have been received.

(signed) "*T. T. Grant.*"

We commenced our deliveries on the 29th January, and on the 18th of the following month were informed by the Comptroller that our deliveries had been rejected, from a portion of them not being equal to the sealed pattern.

Having prepared the whole of the articles comprising the contract with the greatest care, and feeling satisfied that we had equalled the sealed pattern in quality, we wrote the Comptroller on the following day, stating our impression, and requesting that we might be favoured with a copy of the report from the Board, upon which these rejections were made, and not having received a reply to our letter we renewed our application on the 26th ultimo, and requested further that we might be permitted to complete our delivery on the orders, dated respectively the 2d, 10th, and 13th of December last; on the 27th ultimo and 2d instant, we were informed by the Comptroller that the penalties would be enforced, and that measures had been taken for procuring elsewhere the articles rejected by the Board.

In confirmation of the opinion we had expressed to the Comptroller in our letters of the 19th and 26th ultimo, that our goods were equal to the sealed patterns, we enclose you a letter addressed to us by two of the largest Yorkshire manufacturers, who are perfectly disinterested in this question, and who happen to be in London attending the wool sales, accompanied with a letter from Messrs. Perrott, Watts & Perrott, who are not manufacturers but professional examiners of cloths.

We humbly and respectfully submit to your Lordships that the articles required, in conformity with the sealed patterns, cannot be procured elsewhere, inasmuch as the cloth must be specially manufactured for the purpose, and that we are prepared immediately to deliver and make good the whole supply, and pray that we may be permitted to do so.

We have, &c.

The Secretary to the Lords Commissioners of the Admiralty, Whitehall. (signed) *Hebbert & Co.*

Messrs. Hebbert & Co., Pall Mall East.

Gentlemen, London, 3 March 1857.

ACCORDING to your request, we have most carefully and minutely examined the undermentioned cloths (which, we are informed, have been supplied by you to the Admiralty under a contract, but rejected by that Board) with the sealed patterns.

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The following is the result of our inspection:—

Privates' Reds.—We are of opinion that these are fully equal in quality, colour, and make to the pattern.

Scarlets.—We give the same opinion on these as to the quality and make; the colour, though not an exact match, we consider to be as good.

Wool, Blue Cloth (Privates).—We consider these to be fully equal in quality, make, and colour to the pattern.

Band Whites.—We consider these to be equal in make and appearance, although not quite so soft as the pattern.

Blue Facing.—These are fully equal in quality, but are not all of one shade of colour. This may be easily rectified by re-dipping the light ones in a blue vat.

White Kerseys.—Fully equal in quality and make to pattern.

We are, &c.
(signed) *Charles Hainsworth,*
Cloth Manufacturer, Farsley, near Leeds.

(signed) *William Cheetham,*
Cloth Manufacturer, Calverly, near Leeds.

24, Tenter-street, Little Moorfields, London, E. C., 4 March 1857.

Messrs. Hebbert & Co.

Gentlemen,

Having examined the undermentioned cloths and compared them with the patterns, to the best of our judgment they are as follows:

Marine Cloths.

Red W. Blue.—Quality and colour equal to pattern.

Band Cloth.—Superior to pattern.

Scarlet.—Equal to pattern in quality, and if scarlet be the colour wanted, then the colour is better than pattern.

Blue Facings.—Not so good in quality, but far superior in colour to pattern.

Remaining, &c.
(signed) *Perrott, Watts, & Perrott.*

Submitted that they be informed that their request cannot be complied with, measures having already been taken to obtain the required articles elsewhere.

T. T. G.

Messrs. Hebbert informed in reply to this letter, dated February instead of March, that my Lords will not object to his sending down 20 sets of clothing for inspection by the proper officers at Deptford, but without prejudice to the liabilities under his contract.

6th March.

No. 7.

COPY of the REPORT of the COMMITTEE of INSPECTION.

Victualling Yard, Deptford, 16 March 1857.

REPORT of a Committee consisting of the following Officers; viz.—

President: Colonel A. B. Stransham.

Members: Lieutenant-Colonel H. Fleming; Lieutenant and Adjutant H. Ellis; Lieutenant-Colonel A. S. S. Walsh; Lieutenant and Quartermaster A. Wolrige;

Assembled by direction to survey such Royal Marine Clothing, &c. as may be at the Depôt, agreeably to Instructions from the Lords Commissioners of the Admiralty.

The committee have, in consequence, examined the undermentioned articles most minutely and carefully; viz.—

No.	Description of Articles.	No.	Description of Articles.
	Clothing Made-up:		Clothing in Materials—*contd.*
20	Pair of serjeants' stockings.	20	Serjeants' tunics.
20	Privates' caps and balls.	20	Serjeants' white shell jackets.
20	Stocks.	20	Pair of serjeants' trousers.
20	Bombardiers' chevrons.	20	Privates' tunics.
		20	Privates' white shell jackets.
	Clothing in Materials:	20	Pairs privates' trousers.
8	Serjeant-majors' tunics.	20	Corporals' chevrons.
4	Quartermaster-serjeants' tunics.		
3	Drum-majors' tunics.		Clothing in Materials (Artillery Companies):
4	Band serjeants' tunics.		
8	Serjeant-majors' trousers.	2	Serjeant-majors' tunics.
4	Quartermaster-serjeants' trousers.	2	Serjeant-majors' trousers.
3	Drum-majors' trousers.	20	Serjeants' tunics.
4	Band serjeants' trousers.	20	Serjeants' white shell jackets.
2	Serjeant-coxswains' tunics.	20	Privates' tunics.
20	Privates' blue jackets (boatmen).	20	Privates' white shell jackets.
20	Privates' blue trousers (boatmen).		
20	Bandsmen's tunics.		Necessaries made up:
20	Bandsmen's shell jackets.		
20	Bandsmen's trousers.	700	Pairs of braces (purchased).

And do approve thereof, with the following exceptions; viz.—

No.	Description of Articles.	Remarks.
	Clothing made up:	
20	Pair serjeants' stockings - -	Rejected; light in weight.
20	Bombardiers' chevrons - - -	- - Rejected; not according to Marine Office pattern, inferior in workmanship, and not agreeable to pattern.
	Clothing in Material:	
2	Serjeant-coxswains' tunics - -	- - Rejected serjeants' cloth; colour and quality slightly inferior.
20	Pfivates' blue jackets (Boatmen)	Rejected; not equal in texture.
20	Privates' blue trousers (Boatmen)	
20	Bandsmen's tunics - - -	Rejected; damaged cloth.
20	Bandsmen's shell jackets - -	
20	Bandsmen's trousers - - -	Rejected; colour and quality slightly inferior.
20	Serjeants' tunics - - - -	
20	Serjeants' white shell jackets -	Rejected; damaged cloth.
20	Pair of serjeants' trousers - -	- - Cloth passed, but cannot be made up for want of scarlet for stripes.
	Clothing in Material (Artillery Companies):	
20	Serjeants' tunics - - - -	Rejected; colour and quality slightly inferior.
20	Serjeants' white shell jackets - -	Rejected; damaged cloth.
20	Privates' tunics - - - -	Rejected; not equal in texture.

(signed) *A. B. Stransham,*
Colonel and President.

Appendix, No. 6.

No. 8.

COPY of the REPORT of the COMMITTEE of INSPECTION.

Victualling Yard, Deptford, 9 April 1857.

REPORT of a Committee consisting of the following Officers:—

President:—Colonel A. B. Stransham.

Members: Lieutenant-Colonel H. Fleming; Lieutenant and Adjutant A. Ellis; Lieutenant-Colonel G. W. Congdon; Lieutenant and Quartermaster A. Wolrige;

Assembled by directions to survey such Royal Marine Clothing, &c. as may be at the Depôt, agreeably to Instructions from the Lords Commissioners of the Admiralty.

The committee have, in consequence, examined the undermentioned articles most minutely and carefully; viz.—

No.	Description of Articles.	No.	Description of Articles.	
	Clothing in Materials:		Necessaries made up:	
49 2/36	Yards of privates' wool-dyed blue cloth.	16	Serjeants' shell jackets (divisional)	Altered.
		1,611	Privates' shell jackets (divisional)	
350	Pairs of privates' embroidered straps (Royal Marine Artillery).	14	Serjeants' shell jackets (Artillery)	
175	Yards of black lace (Royal Marine Artillery).	725	Privates' shell jackets (Artillery)	
		351	Pairs of braces (purchased).	
350	Yards of cotton.	872	Flannel shirts.	
175	Yards of brown holland.	100	Flannel bands.	
350	Yards of black twist.			
66 24/36	Yards of white kersey.			
1,400	Hooks (single).			
3,580	Pairs of privates' trousers.			
2,000	Privates' tunics.			

And do approve thereof, with the following exceptions; viz.—

No.	Description of Articles.	Remarks.
	Clothing in Materials:	
49 2/36	Yards of privates' wool dyed blue cloth.	Rejected; not according, or equal to pattern.

A. B. Stransham,
Colonel and President.

No. 9.

COPY of the REPORT of the COMMITTEE of INSPECTION.

Victualling Yard, Deptford, 25 April 1857.

REPORT of a Committee, consisting of the following Officers, viz.:—

President: Colonel A. B. Stransham.

Members: Lieutenant-colonel W. F. Hopkins, C.B.; Lieutenant and Adjutant A. Ellis; Lieutenant-colonel G. W. Congdon; Lieutenant and Quartermaster Wolrige;

Assembled by directions to survey such Royal Marine Clothing, &c. as may be at the Depôt, agreeably to Instructions from the Lords Commissioners of the Admiralty.

The committee have, in consequence, examined the undermentioned Articles most minutely and carefully, viz.:

No.	Description of Articles.	No.	Description of Articles.
	Clothing made up:		Clothing in Materials—*continued.*
1,000	Privates' tunics.	5	Serjeants' tunics - (Royal Marine Artillery.)
25	Drummers' tunics.	5	Drummers' tunics - (Royal Marine Artillery.)
35	Serjeants' tunics.	10	Corporals' chevrons - (Royal Marine Artillery.)
5	Serjeants' white shell jackets.	10	Bombardiers' chevrons (Royal Marine Artillery.)
300	Serjeants' caps and balls.	240	Hooks (single).
150	Drummers' caps and balls.	21	Yards canvas.
2,480	Privates' caps and balls.	950	Brass hooks.
980	Stocks.	800	Duck frocks.
5	Royal Marine Artillery. Serjeants' tunics.	20	Serjeants' white shell jackets (Artillery).
5	Royal Marine Artillery. Drummers' tunics.	100	Pairs serjeants' trousers.
150	Royal Marine Artillery. Privates' tunics.		Appointments:
20	Royal Marine Artillery. Bombardiers' chevrons.	200	Privates' pouch belts.
10	Royal Marine Artillery. Serjeants' caps and balls.		Necessaries in Materials:
200	Royal Marine Artillery. Privates' caps and balls.	50	Pairs serjeants' trousers.
	Clothing in Materials:	$18\frac{7}{36}$	Yards cotton.
2,000	Privates' tunics (purchased).	$\frac{1}{36}$	Yards serjeants' blue cloth.
680	Corporals' chevrons.	300	Small brass buttons.
1	Quartermaster-serjeant's tunic.	25	Pairs hooks and eyes.
1	Pair quartermaster-serjeant's trousers.	$2\frac{8}{36}$	Yards scarlet cloth.
50	Serjeants' tunics (divisional companies).	$2\frac{7}{36}$	Yards serge.
10	Drummers' tunics (divisional companies).		Necessaries made up:
500	Privates' tunics (divisional companies).	500	Linen bags.
50	Serjeants' white shell jackets.	1,348	Flannel shirts.
500	Privates' white shell jackets.	500	Holdalls.
1,000	Pairs of privates' trousers.	600	Pairs braces.
50	Corporals' chevrons.	79	Flannel bands.
		20	Serjeants' great coats.

Appendix, No. 6.

And do approve thereof, with the following exceptions; viz.—

No.	Description of Articles.	Remarks.
	Clothing made up:	
1,000	Tunics (privates)	Rejected; workmanship good; cloth and linings inferior to pattern.
25	Drummers' tunics	
35	Serjeants' tunics	Rejected; linings not equal to pattern.
5	Serjeants' white shell jackets	Rejected; not equal to pattern in quality.
150	Drummers' caps	Rejected; brass drums not according to pattern in size or workmanship.
5	Serjeants' tunics (Royal Marine Artillery)	Workmanship good; cloth and linings inferior to pattern.
5	Drummers' tunics (Royal Marine Artillery)	
150	Privates' tunics (Royal Marine Artillery)	
	Clothing in Materials:	
500	Privates' white shell jackets	Rejected; not equal in quality.
1,000	Pairs privates' trousers	Rejected; not equal to pattern in quality.
5	Drummers' tunics	
800	Duck frocks	Rejected; not according to pattern, being watered duck.
	Necessaries made up:	
20	Serjeants' great coats	Rejected; being privates', not serjeants'.

(signed) *A. B. Stransham,*
Colonel and President.

Appendix, No. 7.

Appendix, No. 7.

LIST of Twenty Sets of every Article of Marine Clothing sent down to *Deptford*, by order of Mr. *Grant's* Letter of 6th March, and Re-inspected on the 16th March.

8	Serjeant-majors' tunics - in materials, divisional	Re-inspected, passed, and received into store.
4	Quartermaster-serjeants' tunics - ditto	
3	Drum-majors' tunics - ditto	
4	Band-serjeants' tunics - ditto	
8	Pair serjeant-majors' trousers - ditto	
4	Pair quartermaster-serjeants' trousers ditto	
3	Pair drum-majors' trousers - ditto	
4	Pair band-serjeants' trousers - ditto	
20	Privates' tunics - ditto	
20	Privates' kersey shell jackets - ditto	
20	Privates' black grey trousers - ditto	
20	Corporals' chevrons - ditto	
2	Serjeant-majors' tunics - in materials, artillery	
2	Serjeant-majors' trousers - ditto	
20	Privates' kersey shell jackets - ditto	
20	Privates' caps and balls	
20	Stocks	
20	Pairs serjeants' stockings	These were rejected in consequence of the following four items, which form some component part of each article of clothing; viz., serjeants' stockings, serjeants' scarlet cloth, serjeants' white cloth, privates' blue cloth.
2	Serjeant coxswains' tunics - in materials	
20	Boatmen's - ditto - ditto	
40	Serjeants' white shell jackets - ditto (20 divisional, 20 artillery)	
40	Pairs serjeants and bandsmen's trousers, ditto (20 of each)	
20	Serjeants' tunics - divisional, in materials	
20	Serjeants' tunics - artillery, in materials	
20	Serjeants' white jackets - ditto	
20	Pairs serjeants' trousers - ditto	

Appendix, No. 8.

PAPER delivered in by Mr. *Bischoff*, 10 July 1857.

Admiralty, Somerset House, W. C.
18 February 1857.

Gentlemen,

With reference to your contract for supplying marine clothing, &c., I beg to acquaint you that, by tendering for delivery the articles recently rejected by the proper examining officers, you have failed to comply with the conditions of your contract, and it will therefore be necessary to obtain supplies from other parties, and to charge you with the excess cost, and the penalties you have incurred.

I am, &c.
(signed) *Thos. T. Grant.*

Messrs. Hebbert & Co.
8, Pall Mall East.

Admiralty, Somerset House, W. C.
20 January 1857.

Gentlemen,

In reply to your letter of the 16th instant, I have to acquaint you that your request to be allowed an extension of time for the delivery of the articles of marine clothing, &c., demanded under your contract, on the 2d, 10th and 13th ultimo, cannot be complied with; but that any circumstances as to non-delivery in time will be considered after the articles shall have been received.

I am, &c.
(signed) *Thos. T. Grant.*

Messrs. Hebbert & Co.
8, Pall Mall East.

Admiralty, Somerset House, W. C.
11 March 1857.

Gentlemen,

I request you will state why you have not sent to Deptford Victualling Yard the 20 sets of royal marine clothing mentioned in my letter of the 6th instant, and that you will inform me on what day you intend to deliver the same at that yard.

I am, &c.
(signed) *Thos. T. Grant.*

Messrs. Hebbert & Co.
8, Pall Mall East.

Admiralty, Somerset House, W. C.
21 March 1857.

Gentlemen,

In reply to your letter of the 20th instant, I have to acquaint you that your request that the marine articles specified therein may be purchased from you instead of from other parties cannot be complied with.

I am, &c.
(signed) *Thos. T. Grant.*

Messrs. Hebbert & Co.
8, Pall Mall East.

Admiralty, 3 April 1857, S. W.

Gentlemen,

Having received and laid before my Lords Commissioners of the Admiralty your memorial of the 24th ultimo, praying to be released from your contract for marine clothing, and also from the penalties you have incurred under the conditions thereof:

I am commanded by their Lordships to acquaint you that you have been already treated with the utmost lenity consistent with the interests of the service, and on a full consideration of your case, my Lords see no reason whatever to release you from your contract, or from the penalties you have incurred under it, but, on the contrary, you will be held responsible for the due and strict observance of all its conditions during the time of its continuance.

I am, &c.
(signed) *Thos. Phinn.*

Messrs. Hebbert & Co.
8, Pall Mall East.

Appendix, No. 8.

Admiralty, Somerset House, W.C.
16 May 1857.

Gentlemen,

I HAVE to acknowledge the receipt of your letter of the 14th instant, appealing against the rejections which have taken place of clothing for royal marines tendered for delivery under your contract, and to refer you to former communications on this subject, and to the conditions of your contract, which must be complied with.

I am, &c.
(signed) *Chas. Champ,*
for Comptroller of Victualling.

Messrs. Hebbert & Co.
8, Pall Mall East.

Appendix, No. 9.

Gentlemen,

Greenwich Hospital, 15 July 1857.

I AM directed by the Commissioners of Greenwich Hospital to acknowledge the receipt of your application of the 13th instant, and to acquaint you that the Board have no hesitation in stating that your firm has hitherto performed its contract with them to their complete satisfaction.

I am, &c.
(signed) *Jno. W. Nicholls,*
Secretary.

Messrs. Hebbert & Co.,
8, Pall Mall, East.

RETURN of the REJECTIONS made by the Board of Inspection at *Deptford*, or elsewhere, under Contracts for Supplying Clothing, or Materials for Clothing, for the Royal Marines, for the last Three Years, giving the Penalties to which they became liable under the Terms of their Contracts, and the Amount of Penalties paid by them, showing the Remissions, if any.

DATE and Place of Rejection.	ARTICLES REJECTED.	Name of Contractor and Date of Contract.	AMOUNT OF Penalties Incurred.	Penalties Paid.	Penalties Remitted.
			£. s. d.	£. s. d.	£. s. d.
13 Feb. 1857 Deptford.	Serjeants' stockings - - 300 pairs - In Materials: Drummers' tunics 21 number Boatmen's shirts - - - 30 „ In Materials: Privates' tunics - - - 920 „ Drill jackets { Divisional - 2,000 „ / Artillery - 1,000 „ Serjeants' { Tunics, divisional 100 „ / Trousers - - 300 pairs - Corporals' chevrons - - 700 number Privates' blue cloth, Artillery - 14 6/36 yards In Materials: Privates' trousers 3,600 pairs - Serjeant-majors' tunics - - 8 number Quartermaster-serjeants' tunics 4 „ Drum-majors' tunics - - 3 „ Band-serjeants' tunics - - 4 „ Serjeant-major's tunics, Artillery - - - 2 „ Staff-serjeants' trousers - - 21 pairs - Bansdmen's { Tunics - - 89 number / Shell jackets - 89 „ / Trousers - - 89 pairs - Serjeant-coxswains' tunics - 2 number Privates' { Blue jackets (boatmen) 30 „ / Blue trousers „ - 30 pairs - In Materials: Serjeants' tunics, Artillery - 60 number	Messrs. Hebbert & Co., 28 November 1856 - -	10 – –	10 – –	—
	Carried forward - - - £.		10 – –	10 – –	—

DATE and Place of Rejection.	ARTICLES REJECTED.	Name of Contractor and Date of Contract.	AMOUNT OF Penalties Incurred.	Penalties Paid.	Penalties Remitted.
			£. s. d.	£. s. d.	£. s. d.
	Brought forward - - -	- - - -	10 – –	10 – –	—
9 April 1857 Deptford.	Blue cloth - - - - 49 31/36 yards	Messrs. Hebbert & Co., 28 November 1856 - -	10 – –	10 – –	—
16 Mar. 1857 Deptford.	Serjeants' stockings - - 20 pairs -	Messrs. Hebbert & Co., 28 November 1856 - -	10 – –	10 – –	—
	Bombardiers' chevrons - - 20 number				
	In Materials:				
	Serjeant-coxswains' tunics - 2 „				
	Privates' Blue jackets (boatmen) - - 20 „				
	Privates' Blue trousers (boatmen) - - 20 pairs -				
	Bandsmen's Tunics - - 20 number				
	Bandsmen's Shell jackets - 20 „				
	Bandsmen's Trousers - - 20 pairs -				
	Serjeants' Tunics - - 20 number				
	Serjeants' White shell jackets 20 „				
	Serjeants' Trousers - - 20 pairs -				
	Serjeants' Tunics, Artillery 20 number				
	Serjeants' White shell jackets, Artillery - 20 „				
	Privates' tunics, Artillery - 20 „				
25 April 1857 Deptford.	Tunics, privates' - - - 1,000 number	Messrs. Hebbert & Co., 28 November 1856 - -	10 – –	10 – –	—
	Tunics Drummers' - - 25 „				
	Tunics Serjeants' - - - 35 „				
	Serjeants' White shell jackets - 5 „				
	Serjeants' Tunics, Artillery - 5 „				
	Drummers' tunics, Artillery - 5 „				
	Privates' tunics, „ - 150 „				
	In Materials: Privates' white shell jackets - - - 500 „				
	Privates' trousers - - - 1,000 pairs -				
	In Materials: Drummers' tunics, Artillery - - - - 5 number				
	Duck frocks - - - - 800 „				
25 April 1857 Deptford.	Drummers' caps, with balls - 150 „	Messrs. Hebbert & Co., 23 December 1856 - -	10 – –	10 – –	—
		£.	50 – –	50 – –	—

The amount of these penalties has been set off against the value of the articles which have been received from Messrs. Hebbert & Co.

Admiralty, 22 July 1857.

Thos. T. Grant,
Comptroller of Victualling.

Appendix, No. 9.

HEBBERT & Co. also supply every description of Soldiers' Necessaries, and have accounts opened with no less than 110 Regiments and Depôts for those articles, under the orders of the Commanding Officers and Captains of Companies, viz.:

1st Regiment, 1st Battalion.
„ Ditto - - ditto Depôt.
1st Regiment, 2d Battalion.
„ Ditto - - ditto Depôt
3d Ditto.
„ Ditto - - - - - Depôt
7th Ditto.
„ Ditto - - - - - Depôt.
9th Ditto.
„ Ditto - - - - - Depôt.
11th Ditto.
„ Ditto - - - - Depôt.
16th Ditto.
22d Ditto.
„ Ditto - - - - - Depôt.
29th Ditto.
33d Ditto - - - - - Depôt.
34th Ditto - - - - - Depôt.
39th Ditto.
40th Ditto.
41st Ditto.
45th Ditto.
46th Ditto.
„ Ditto - - - - - Depôt.
49th Ditto.
52d Ditto.
„ Ditto - - - - - Depôt.
60th Ditto 3d Battalion.
„ Ditto - - - ditto Depôt.
„ Ditto 2d Battalion Depôt.
61st Ditto.
64th Ditto.
65th Ditto.
„ Ditto - - - - - Depôt.
67th Ditto.
68th Ditto.
70th Ditto.
71st Ditto.
„ Ditto - - - - - Depôt.
72d Ditto.
„ Ditto - - - - - Depôt.
78th Ditto.
79th Ditto.
„ Ditto - - - - - Depôt.
31st Ditto.
„ Ditto - - - - - Depôt.
83d Ditto.
„ Ditto - - - - - Depôt.
86th Ditto.
94th Ditto.
„ Ditto - - - - - Depôt.
97th Ditto.
99th Ditto.
1st W. I. Regiment.
Military Train - - - Depôt.
Ditto - - - 1st Battalion.
Military Train - 2d Battalion.
Ditto - - - 3d Battalion.
Ditto - - - 4th Battalion.
Ditto - - - 5th Battalion.
Ditto - - - 6th Battalion.
Royal Military College, Sandhurst.
School of Musketry, Hythe.
Ceylon Rifles.
Depôt Battalion, Jersey.
Ditto, Stirling.
Ditto, Buttevant.
Ditto, Glasgow.
Ditto, Colchester.
Ditto, Preston.
Ditto, Limerick.
Queen's Depôt, Kurrachee.
Military Mounted Force, Melbourne, Victoria.
2d Madras European Regiment.
Madras Body Guard.
9th Madras Native Infantry.
2d European Bengal Fusiliers.
16th Bengal Grenadier Native Infantry.
18th Bombay Native Infantry.
46th Bengal Native Infantry.
3d Oude Infantry.
Canada Militia.
Grenada Militia.
Royal Monmouth Militia.
1st Royal Surrey Militia.
3d Royal Surrey Militia.
Royal Berks Militia.
Ditto, Depôt.
Royal Brecknock Rifles.
Herefordshire Militia.
Royal Lancashire Militia Artillery.
3d Royal Lancashire Militia.
Ditto, Depôt.
Rutland Militia.
Royal London Militia.
Royal Sussex Militia.
Royal Bucks Militia.
Oxford Militia.
Ditto, Depôt.
1st Warwick Militia.
Inverness Militia.
4th West York Militia.
Royal South Gloucestershire Militia.
West Essex Militia.
Forfar and Kincardine Militia.
Donegal Militia.
Dublin City Militia.
Limerick County Militia.
Royal North Down Rifles.
Royal South Down Rifles.

And, under the Direction of the Agent-General to the Crown Colonies,

The St. Helena Militia.
Malta Police.
Trinidad Police.
Mauritius Police.
Victoria Police.
New South Wales Police.
West Australia Police.

Hebbert

Hebbert & Co. also furnish, under Contract and otherwise, the undermentioned Police Forces, viz.: Appendix, No. 9.

Metropolitan Police Force		clothing and hats	6,000 men.
City of London		ditto	580 „
Birmingham		clothing	320 „
Bristol		ditto	250 „
Carmarthen		ditto	9 „
Guildford borough		ditto	4 „
Canterbury		ditto	15 „
Portsmouth		great coats	50 „
Swansea		clothing	35 „
Tunbridge Wells		ditto	10 „
Berkshire	Captain	knapsacks, &c.	120 „
Bedfordshire	Captain Boultbee	clothing and hats	73 „
Breconshire	E. R. Gwynne, esq.	ditto	30 „
Cornwall	Colonel Gilbert	ditto	180 „
Cambridgeshire	Captain Davies	clothing and caps	65 „
Cumberland and Westmorland	J. Dunne, esq.	clothing and hats	80 „
Devonshire	Captain Hamilton	ditto	290 „
Essex	Captain M'Hardy	clothing	190 „
Gloucestershire	G. Riddeford, esq.	ditto	250 „
Hampshire	Captain Forrest	clothing and hats	280 „
Hertfordshire	Captain Robertson	clothing	85 „
Herefordshire	Captain Telfer	clothing and hats	45 „
Huntingdonshire	Captain Davies	ditto	45 „
Kent	Captain Ruxton	ditto	220 „
Norfolk	Captain Black	ditto	200 „
Northamptonshire	Captain Bayley	clothing	45 „
North Riding, Yorkshire	Captain Hill	clothing and hats	110 „
Radnorshire	Captain Telfer	ditto	9 „
Surrey	Captain Hastings	clothing	100 „
West Suffolk	Captain Syer	clothing and hats	76 „
Somersetshire	Captain Goold	clothing	280 „
Wiltshire	Captain Meredith	clothing and hats	200 „
Barbadoes			210 „
Tobago			25 „
St. Kitts			26 „
Nassau			14 „

List of Colonels who employed Messrs. *Hebbert & Co.* as Army Clothiers, Cap, Accoutrement Makers, and Packers.

Gren. Guards	H. R. H. Prince Albert.	61st Foot	General J. Reeve.
1st Foot	General the Right Hon. Sir J. Kempt.	64th „	General Sir R. Bourke.
		65th „	General Auchmuty.
8th „	General Sir G. Drummond.	67th „	General Ewart.
10th „	General Sir T. M'Mahon.	69th „	General Sir R. Darling.
11th „	General Sir J. Wilson.	70th „	General Paty.
13th „	General Sir William Gomm.	72d „	General Aitchison.
15th „	General Sir H. Douglas.	78th „	General Sir W. Chalmers.
18th „	General Sir J. Fitzgerald.	79th „	General W. H. Sewell.
22d „	General Sir W. Napier.	80th „	General Arguimbau.
24th „	General Ellice.	81st „	General T. Evans.
25th „	General Sir H. Campbell.	84th „	General Sir J. Loftus Otway
29th „	General Lord Downes.	86th „	General Lord Jas. Hay.
30th „	General Marquis of Tweeddale.	87th „	General Lord Gough.
32d „	General Sir W. Cotton.	92d „	General Sir W. Macbean.
34th „	General Sir T. Brisbane.	96th „	General Conyers.
35th „	General Sir G. Berkeley.	97th „	General Proctor.
41st „	General A'Court.	98th „	General Sir W. Herries.
43d „	General Fergusson.	99th „	General Sir J. Hanbury.
44th „	General Sir P. Stuart.	1st W. India	General Sir G. Napier.
46th „	General Egerton.		General R. Macneil.
48th „	General Sir J. Reynett.		General Sir Wm. Rowan.
50th „	General Sir George Arthur.		General Thomas.
52d „	General Sir A. Maclaine.		General Sir Colin Campbell.
53d „	General M'Donald.		General Sir James Simpson.
54th „	General W. A. Gordon.		General Shaw Kennedy.
55th „	General Hamerton.		General Sir Richard England.
60th „	General Lord Viscount Gough.		General Freeth.
1st Battalion,			General Sir George Wetherall.
2d Battalion,			General Sir John Macdonald.
3d Battalion.			General Mildmay Fane.

Also the clothing and hats for Pensioners in Greenwich Hospital for the last seven years.

Appendix, No. 10.

Appendix, No. 10.

PROCEEDINGS of a BOARD held at St. George's Barracks, London, on 6th July 1857, for the purpose of Inspecting and Reporting upon the last issue of Boots to the 1st Battalion Scots Fusilier Guards; also, PROCEEDINGS of BOARDS held for the purpose of Inspecting and Reporting upon the last issue of Boots to the different Battalions of the Foot Guards; and, PROCEEDINGS of a BOARD held for the purpose of Inspecting and Reporting upon the last issue of Clothing and Boots to the 23d Regiment.

War Office,
28 July 1857.

G. D. RAMSAY.

COPIES of the PROCEEDINGS of BOARDS of SURVEY, held on the BOOTS issued to the FOOT GUARDS and various Regiments of the Line.

PROCEEDINGS of a Board of Survey, held at Wellington Barracks, London, on the 14th April 1857.

President:—Lieutenant-Colonel Reeve, Coldstream Guards.

Members:—Captain H. Clarke Jervoise, Coldstream Guards; Quarter-Master A. Hurle, Coldstream Guards.

The Board having assembled, proceeded to examine eight hundred and sixty-six pairs of boots (866), and find that out of that number fifty-three (53) pairs are very badly made, and that it would be impossible for the men to march in them.

The Board have to report, that they consider the leather of the whole number (866) is good, but that the insoles, linings, and seams are roughly made, and likely to produce irritation of the feet during a march.

(signed) *W. Mure*, Captain and Lieutenant-Colonel, Coldstream Guards, President.
H. Clarke Jervoise, Lieutenant and Captain, Coldstream Guards.
H. Hurle, Quarter-Master, Coldstream Guards.

PROCEEDINGS of a Board of Survey, held at Wellington Barracks, London, on the 18th day of June 1857, in pursuance of an order from Colonel the Honourable George Upton, C.B., commanding the Coldstream Guards.

President:—Lieutenant-Colonel Honourable P. Feilding, 2d Battalion Coldstream Guards.

Members:—Captain Rose, 2d Battalion Coldstream Guards; Quarter-Master A. Hurle, Coldstream Guards.

The Board having assembled, proceeded to examine the supply of Nicholl's boots, furnished to the 2d Battalion Coldstream Guards, and issued for wear on the 3d of May 1857.

The Board having carefully examined the whole of the boots, find as follows:—

In 108 pairs the sewing had given way.

In 131 pairs the soles were worn out.

In 59 pairs the leather of the vamp was torn and apparently rotten.

In several instances the heels were trodden over for want of proper stiffening, and many of the men complained that the boots hurt their feet from being roughly made inside. The total number of pairs of boots examined by the Board, was 814. The total number out of repair from either one, two, or all three of the above causes, 231.

(signed) *Percy Feilding*, Lieutenant-Colonel and Captain, 2d Battalion Coldstream Guards, President.
G. E. Rose, Lieutenant and Captain, 2d Battalion, Coldstream Guards.
Arthur Hurle, Quarter-Master, 2d Battalion, Coldstream Guards.

PROCEEDINGS

PROCEEDINGS of a Board of Survey, held at Wellington Barracks, London, on the 6th day of July 1857, in pursuance of an Order from Colonel the Hon. George Upton, C.B., commanding the Coldstream Guards.

President:—Lieutenant-Colonel the Honourable P. Feilding, 2d Battalion, Coldstream Guards.

Members:—Major Honourable W. Boyle, 2d Battalion, Coldstream Guards; Captain C. Greenhill, 2d Battalion, Coldstream Guards.

The Board having assembled, proceeded to examine the supply of Nicholl's boots, furnished for the 2d Battalion Coldstream Guards, and issued for wear on the 3d of May 1857.

The Board having carefully examined the whole of the boots, find as follows:—

In 109 pairs the sewing had given way.

In 272 pairs the soles were worn out.

In 83 pairs the leather of the vamp was torn.

In several instances the heels were trodden over on one side, apparently more from want of proper stiffening, than from not having been correctly fitted.

The Board are also of opinion that the boots are very roughly finished inside.

The total number of pairs of boots examined by the Board, was 814.

The total number out of repair from either one, two, or all three of the above causes, was 347.

(signed) *Percy Feilding*, Lieutenant-Colonel and Captain, 2d Battalion Coldstream Guards, President.
W. G. Boyle, Lieutenant and Brevet Major, Coldstream Guards.
Charles Greenhill, Lieutenant and Captain, Coldstream Guards.

Wellington Barracks, 23 June 1857.

PROCEEDINGS of a Board of Survey held by order of the Officer commanding the 1st Battalion Grenadier Guards, to examine and report upon Boots received from the War Department for the use of the Men.

President:—Lieutenant-Colonel Hon. H. Forester, Grenadier Guards.

Members:—Captain Malet, Grenadier Guards; Captain Viscount Hood.

The Board having examined eleven pairs of boots, are of opinion that they are inferior in quality and workmanship.

(signed) *H. T. Forester*, Captain and Lieutenant-Colonel, Grenadier Guards, President.
W. Malet, Captain, Grenadier Guards.
Hood, Lieutenant and Captain, Grenadier Guards.

Wellington Barracks, London, 9 June 1857.

PROCEEDINGS of a Board of Officers held by order of the Officer commanding the 1st Battalion Grenadier Guards, to inspect Boots received from the War Department for the use of the said Battalion.

President:—Colonel Hopwood, 1st Battalion Grenadier Guards.

Members:—Captain Malet; Captain Wynne.

No. of pairs inspected	95
„ rejected	95

The Board having examined the Boots brought before them, report that both the leather and the workmanship are of the worst possible description; none of the Boots have been worn more than one month, and in several instances, even after one day's wear, the sewing has given way.

(signed) *Hervey Hopwood*, Captain and Colonel, Grenadier Guards.
Henry Malet, Lieutenant and Captain, Grenadier Guards.
E. W. Lloyd Wynne, Lieutenant and Captain, Grenadier Guards.

Appendix, No. 10.

Wellington Barracks, 6 July 1857.

PROCEEDINGS of a Board of Survey held to examine Boots received from the War Department for the use of the 1st Battalion Grenadier Guards.

President:—Colonel Ridley, C. B.
Members:—Colonel the Hon. J. Lindsay; Captain Anstruther.
The Board having examined the Boots, find that 187 pairs are totally unfit for wear owing to bad material and workmanship, and therefore condemn them.

(signed) *C. W. Ridley*, Colonel and Major, President.
Robert Anstruther, Captain and Adjutant.

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24 February 1857.

EXTRACT from the Report of the Proceedings of a Board of Survey, held on the Clothing and Boots supplied to the 23d Foot for 1857.

"The Board having assembled, according to order, proceed to inspect and compare the following articles of clothing, &c., received from the War Department for the service of the Regiment for the year 1858, which they find to be correct, of good quality and condition, and in conformity with the sealed patterns, viz.:—

"Boots, all ranks - - - - - 750 pairs."

(signed) *S. Wells*, Lieutenant-Colonel 23rd Fusiliers.
Robert Raynes, Captain, 23rd Fusiliers.
James Duff, Captain, 23rd R. W. Fusiliers.

I N D E X

TO

REPORT

FROM THE

SELECT COMMITTEE

ON

CONTRACTS (PUBLIC DEPARTMENTS).

Ordered, by The House of Commons, *to be Printed,*
13 *August* 1857.

269—I.—Sess. 2.

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1. *Disapproval of an Appeal to the Trade from the Government Inspection:*

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Battersby,

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By the large rejection of Marines' clothing supplied by witness's firm, they have lost over 7,000 *l.*, including the fine of 3,700 *l.* for non-delivery, 2057, 2058. 2108-2112—— If there had been a proper appeal, witness feels satisfied that these rejections could not have been made good, 2059. 2061, 2062——At present the contractor has no remedy, as there is no appeal, and he cannot, as a subject, bring an action against the Queen, 2060. 2134-2137——Under the system of supply through the colonels, whenever the Board of general officers condemned the clothing, or when it did not wear well, the contractor made it good, 2060. 2075. 2113-2117.

The terms of payment are better under the present system than the old system, 2061. 2067-2069——The chief complaint against the present system is, that the contractor is completely at the mercy of the inspector, 2061, 2062——Complaint that witness's firm were not allowed to give any explanation in the case of the clothing for the Marines, as rejected at Deptford, or to appeal in any way from the inspection, 2061, 2062. 2087. 2094. 2118, 2119——More stringent form of the Admiralty contracts than of those for the War Department, 2063-2066——Formerly the clothing was chiefly supplied without contract, and the system worked well, 2070.

Explanation as to Colonel Charles Wetherall having been employed by witness's house, some four or five years ago, to conduct their correspondence; he has never had any other connexion with the house, 2070.

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[Second Examination.]—Witness furnishes the Committee with a pattern of the privates' tunic cloth rejected on the 13th February, 3475. 3480–3482——Only a small quantity of scarlet cloth for the staff-serjeants, &c. was sent in, and patterns of this cloth have not been kept by the firm, 3476–3479.

[Third Examination.]—The firm of Hebbert & Co. has been in existence over forty years, 3832——Witness has been an active partner for four or five years, 3833.

Comment on the strong and personal language used by Mr. Grant, the Comptroller of Victualling, in his report of 30th May 1857 (*Ev. p.* 118–120), relative to the conduct of witness's firm, 3835——Until Mr. Grant's evidence was given, witness's firm had not the remotest conception that they were looked upon as having attempted to commit deception and fraud, *ib.*——Witness is prepared with evidence on the part of manufacturers and others, which he believes will satisfy the Committee that not one particle of the concluding portion of Mr. Grant's report is true, *ib.*

Statement showing that the red cloth required by the earlier requisitions to be furnished in two months had all to be made for the purpose, and that sufficient time was not afforded in which to obtain it, 3835——Circumstance of Government having been applied to for the clothing more than two months before the requisitions were sent to witness's firm, 3836, 3837.——Various deliveries of different materials furnished by the firm previously to the inspection on the 13th February, 3836, 3837.

No weights whatever were attached to the pieces of cloth when delivered, but they were all believed to be of fair average weight, 3836——Illustration, as shown by the effect of dampness, of the injustice of rejecting a piece of cloth weighing seventy pounds if it be six or eight ounces short, 3836——Comment on the rejection of 300 pairs of serjeants' stockings which were only $\frac{1}{288}$th part light in weight, 3836, 3837——Reference to the rejection of the boatmen's shirts, because there were five stripes to the inch instead of four, 3838, 3839.

Explanation relative to the white kersey rejected on the 13th February; letter from Messrs. Turner, the manufacturers, maintaining that the kersey was fully and more than up to the pattern, both in quality and weight, 3839–3841——Letter from witness's firm to Mr. Grant, dated the 19th February, in reply to a letter informing the firm of the rejection; request in the letter from the firm for a copy of the Report of the Inspecting Officers, 3842——Further letter from the firm to Mr. Grant, dated 26th February, requesting to be allowed to replace the rejected articles, *ib.*

On the 27th February the causes of the rejections were for the first time communicated to the firm, in a letter from Mr. Grant, 3843, 3844——The official proceedings of the Board of Inspection were never communicated to the firm, 3845——Letter from Mr. Grant also on the 27th February, informing the firm that the penalties incurred under the contract would be inflicted, and the rejected articles replaced by purchases elsewhere, the firm paying any advance on the contract price, *ib.*

Letter, or memorial, addressed by the firm to the Lords of the Admiralty, dated the 3d March, 3845, 3846——Professional opinions attached to the memorial to the effect that the cloth rejected on the 13th February was in some respects fully equal, and in some respects superior to the pattern, 3846, 3847——Letter from Mr. Grant to the firm, dated 2d March, stating that the steps taken to procure supplies elsewhere could not be suspended, 3847——Further correspondence between the firm and Mr. Grant up to the 6th March, when the firm were informed that they would be allowed to send in for inspection twenty sets of the several articles of clothing which had been demanded, *ib.*

Statement relative to the twenty sets of clothing inspected on the 16th March, to the effect that they were similar articles to those rejected on the 13th February, and that the great majority of them, and not a small proportion only, as stated by Mr. Grant, passed the inspection of the 16th March, 3848. 3851–3856——Circumstance of no receipt being given to the contractor on the delivery of goods at Deptford; certificate given for the goods which are passed, 3848–3851.

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Previously to the memorial of 24th March from the firm to the Admiralty (*Ev. p.* 110), witness ascertained from the Admiralty solicitor that penalties would be enforced in such a way that the firm might be wound up, 3857——The firm, at this period, were quite willing to pay the bond forfeit of 3,000*l.* to have got out of the contract, *ib.*——Opinion, opposed to that of Colonel Stransham and Captain Milne, that the terms of the contract do not require the rejection of a whole supply, if any portion of it, however small, be inferior, *ib.*——Circumstance of the fines and penalties being 25*l.* in the case of the drummers' caps, the price of which was only 30*l.*, *ib.*

Explanation of the circumstances under which witness and Mr. Gould (one of his partners) went to Deptford on the 27th April, during the inspection, 3857——Correspondence in May, between Mr. Grant and the firm, relative to the rejections on the 27th April; removal of the goods from Deptford required, their re-examination not being allowed, *ib.* ——Explanation as to the firm having in May sought the opinion of Sir F. Thesiger, and subsequently of Mr. Bovill, with reference to the practicability of getting out of the contract, so as to avoid what seemed to be endless liability; opinion of Sir F. Thesiger that the firm had no redress, *ib.*

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[Fourth Examination.]—Further comment on some of the statements in Mr. Grant's memorial of 30th May 1857; their inaccuracy, 3858. 3862-3864. 3958——Stringent and unusual test applied in the inspection of the goods of the firm, 3858——Denial that any cloth rejected in the piece had again been supplied in made-up tunics, *ib.*——Remarks on the statement that there were stains in the white kersey, which had been rubbed over with some white substance, 3858-3861. 4009.

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Circumstance of Mr. Grant having charged witness's house with fraud, &c., although he admits that he never saw any of their supplies, 3882, 3883. 3926, 3927. 3958—— Remarks on the statement that the master tailor at Deptford does not exercise any influence or interfere at the inspection, 3883, 3884. 3928——Comment on a statement by Mr. Grant that after the rejections on the 13th February, a month was allowed to the firm before purchases were made elsewhere; circumstance of Mr. Grant having in a letter on the 18th February stated that measures had been taken to effect such purchases, 3884-3925.

The grace given on the 6th March to send in twenty sets was no benefit to the firm, who did not then know that purchases had not been made elsewhere, 3885 *et seq.*——If in the first instance an extension of fourteen days had been allowed, the orders of December would all have been sent in by the extra time, 3921. 3923——The remonstrances of the firm after a certain date were not with reference to purchases being made from other parties, but with a view to getting relieved from their liability, 3929-3946——Doubt whether the permission to send in twenty sets for examination or re-inspection was any indulgence, 3947-3957.

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Estimate that the total loss of the firm up to the 24th April was fully 8,000 *l.* on supplies invoiced at 10,300 *l.*; 3978. 3983——Ruin of the firm if their future supplies are to be treated like those under former requisitions, and all the penalties enforced, 3978. 4004——The contract will amount to about 60,000 *l.*; 3978——Colonel Wetherall, on being one of the sureties for 3,000 *l.*, has no beneficial interest whatsoever in the contract, 3979-3982—— Further explanation as to Colonel Wetherall having at one period conducted the correspondence of the firm; he is in no way connected with the business of the house, 3984-3994.

After the opinions expressed by Mr. Grant against the firm, witness wishes the Government would at once assign the contract to others, and sue the firm for the penalties, 4004, 4005——Witness further submits that the goods supplied by his house were equal to the patterns, 4006——Every possible effort has been made by the firm to deliver articles of the proper quality, *ib.*——The firm have been treated with anything but openness and candour; they have never received any information except that conveyed in the letters from the Admiralty, 4006-4008.

Opinion that no system of check can be satisfactory but that of dealing with an honest man, and holding him responsible for the wear of the articles, 4008.

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[Fifth Examination.]—Reference to a statement by Mr. Turner in regard to sixty-six yards of kersey passing the inspection as being a mistake on his part, 4209-4213.

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[Eighth Examination.]—There is not the slightest doubt but that the sample pattern supplied to Mr. Clarkson was part of the sealed pattern, 4460, 4461.

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Evidence in support of a statement by the firm as to the partial manner in which their goods are laid before the inspecting officers by Mr. Smith, 5550-5559——Objection to the system of chemically testing the cloth as pursued by Mr. Smith; reference to his evidence hereon, 5553-5555.

Witness was prepared to lay before the First Lord of the Admiralty information in regard to undue influence, but an interview was not granted him, 5560——He has reason to suppose that almost all the subordinates in the official departments are capable of being unduly influenced, 5561. 5567-5569——He has been told that Mr. Smith has received fees and rewards, but, unless protected by the Committee, declines to give the names of his informants, 5562-5570.

[Twelfth Examination.]—Under the protection of the Committee witness names Mr. John Bryan, of the late firm of Bryan, Price & Co., as able to give information as to the acceptance of fees by Mr. Smith, 5571-5575——Further expression of belief in the existence generally of bribery as regards the subordinate officials of the Government, 5577-5581. 5596-5598——The opinion is general among contractors and manufacturers as to the existence of the practice, 5577-5579. 5668. 5735, 5736——Reference to a remark

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mark by a messenger in the Adjutant-general's office as to the necessity of bribing at Deptford in order to pass goods, 5577. 5583, 5584. 5699, 5700.

Mention of Mr. David Ludlow as a person who can give information in regard to bribery at Deptford, 5581, 5582. 5722, 5723——Nature of the information which Mr. Bryan can lay before the Committee, 5584-5588. 5701-5715——Belief as to witness's firm having had unusual difficulties to contend with at Deptford and elsewhere in consequence of their having always been opposed to bribery, 5589-5594——There is a profit of about fifteen per cent. to the master tailor on the quantity of cloth allowed for making up, 5595. 5684. 5725, 5726. 5762.

Belief that bribery, in its comprehensive sense, exists not only at Deptford but at Weedon, and that it used to exist at the Tower; mention of certain persons who can give evidence hereon, 5599 *et seq.* 5790-5793——As regards Weedon, witness is not at present in a position to bring forward evidence of bribery; grounds upon which he believes it has been practised there, 5614, 5615. 5637-5653. 5655——Other means of bribery or undue influence besides that of giving money, 5633-5636. 5669-5672. 5708-5715——Grounds for the belief that a certain contractor in St. James's street is unduly favoured at Weedon, 5660-5666. 5673-5677.

Further statement in regard to the larger quantity of material than is necessary which is given to the master tailor to make up; belief as to there being some arrangement between the master tailor and the contractor on this point, whereby the latter buys the surplus cloth from the former, 5680-5691. 5725-5732. 5738-5741——Witness does not mean to impute undue influence in the slightest degree to the Board of inspecting officers at Deptford, 5694——Reference to a statement by Mr. Bryan that Mr. Smith had one son in the employment of Messrs. Woodrow & Row, and another son in the employment of Messrs. Dolan & Co., 5708-5715——Witness cannot say that Messrs. Dolan & Co. have ever practised bribery, 5718-5721.

There has never been any arrangement between the master tailors and witness in regard to the surplus cloth of the former, 5728. 5738——Object of bribery by any contractor that the goods may be passed, rather than that an advantage may be obtained over any other contractor, 5742-5744——Doubt as to bribery existing so much among the employés of mercantile firms as among Government subordinates, 5745-5747——Precautions against the practice in the case of witness's firm, the main precaution being that of a proper remuneration of their servants, 5748-5750. 5754-5761——Reference to the practice formerly of not giving a receipt for each delivery of the contractor at the Tower and Weedon, 5750-5753.

Further statement in regard to witness having sought, through Lord Goderich, an interview with the First Lord of the Admiralty; complaint hereon in regard to the memorandum given by witness to Lord Goderich having been made an official document, 5765-5781——Explanation as to witness having employed a person of the name of Acland to procure the attendance of Mr. David Ludlow before the Committee, 5782-5790.

[Thirteenth Examination.]—Since the suspension of Mr. Smith, witness's firm have passed some goods of the same character as some previously rejected, and have passed some stockings which had been rejected, 8141-8147.

Black-grey Cloth (*Army*). Particulars as to the quantities of Oxford grey (or black-grey) cloth received at Weedon, and of the quantities approved and rejected, *App. p.* 479-481.

Return of existing contracts for the supply of Oxford grey cloth, *App. p.* 586.

Black-grey Cloth (*Marines*). Rejection by the inspecting officers at Deptford of cloth for 1,000 pairs privates' trousers, as not being equal to the pattern, *Ev. p.* 112. 114——Comment in letter from Messrs. Hebbert & Co. in regard to this rejection, *Ev. p.* 114.

Statement as to some black-grey cloth having been supplied by Messrs. Hebbert in so damp a state as to render the discovery of its true weight impossible, *Stransham* 2554, 2555. 2675-2680——Evidence as to some black-grey cloth which was not rejected having been delivered by the contractors in a damp state; belief that this was a part of Messrs. Hebbert's supply, and that it arrived on the morning of the inspection of the 25th of April, *Wolrige* 3137-3143. 3158-3164. 3216-3219.

Witness made an agreement with Messrs. Hebbert in December last for supplying them with black-grey cloth or Oxford mixture for Marine trousers, according to a certain pattern, *Clarkson* 4377-4380——Is satisfied that the cloth supplied was fully equal to the pattern, *ib.* 4381, 4382. 4387——Has for several years manufactured cloth for the army, navy and the police force, and has not had more than one per cent. rejected, *ib.* 4384-4386——The cloth supplied to Messrs. Hebbert was first inspected by Mr. Addyman, their manager at Leeds, and was not after rejection at Deptford returned to witness, *ib.* 4388, 4390. 4397, 4398——Belief that cloth made by witness, and similar to that supplied to Messrs. Hebbert, has been procured by Messrs. Dolan through Messrs. Swann & Co., of Leeds, and has passed inspection, *ib.* 4389. 4391-4393. 4418-4428

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——When Messrs. Hebbert gave witness the order, they impressed upon him the necessity of fulfilling it most carefully, *Clarkson* 4395, 4396. 4399.

Objection to name the price paid by Messrs. Hebbert for the black-grey cloth, *Bischoff* 4432——As regards a pattern produced by witness, it was probably cut from a piece in the earlier supplies to Messrs. Hebbert, *Clarkson* 4434-4438. 4442-4449——The pattern of black-grey cloth produced by Mr. Clarkson came from a piece rejected on the 27th April, *Bischoff* 4439-4441——There is not the slightest doubt but the sample pattern supplied to Mr. Clarkson was part of the sealed pattern, *ib.* 4460, 4461.

Examination relative to some rejected black-grey cloth said to have been damp when delivered at Deptford; it was not damp when forwarded by witness to London; and it is, for certain reasons, extremely improbable that it should have been damped by Messrs. Hebbert & Co., *Addyman* 5145–5152. 5161 *et seq.*——Doubt as to the date at which the cloth inspected on the 27th April was sent up from Leeds or delivered at Deptford, *ib.* 5161–5170. 5179–5181. 5197. 5237–5239——Practice of witness in regard to the weight of the black-grey cloth, *ib.* 5186–5189. 5201. 5206——Process to which the cloth and other cloths was subjected by witness in order to damp it slightly before it was pressed, *ib.* 5190–5196.

Witness's firm have never bought any cloth, that is, private's Oxford mixture, from Mr. Clarkson, of Stanningley, or from Messrs. Swann & Co., of Leeds; they have bought some from Messrs. John Hainsworth & Sons, which was manufactured by them, *Dolan* 8122–8129.

Blue Cloth. Explanation with reference to the rejection at Weedon of a large proportion of a supply of blue cloth sent in by Mr. Joshua Ellis; the matter is the subject of communication with the War Department; but it does not follow that Mr. Ellis will not be employed again, *Elliott* 886–894. 898–914. 933–939.

Statement showing the quantity of blue cloth, &c. received and inspected at Weedon, distinguishing the amount approved and the amount rejected, up to the 25th May 1857, *App. p.* 479–481.

Return of existing contracts for the supply of blue cloth, *App. p.* 585.

Boards of Officers. Warrant, dated 30th November 1816, for consolidating into one establishment the clothing Board and all other Boards of general officers usually held in London, *App. p.* 484, 485——Warrant, dated 21st June 1855, abolishing the Board of general officers, *ib.* 486.——*See* also *Inspection*, v, vi.

Boatmen's Shirts. Reference to the rejection of the boatmen's shirts supplied under Messrs. Hebbert's contract, because they were five stripes to the inch instead of four, *Bischoff* 3838, 3839.

Boots. Superior supply of army boots during the present year; there has been no complaint, *Sir T. Troubridge* 69–72——In contracts for boots no price is fixed by the Contract Department, *Ramsay* 178, 179——A contractor who supplied 36,000 pairs of boots, out of which 21,000 pairs were rejected, was struck off the office list, *ib.* 169——The new boot issued to the army is a great improvement upon the old boot, *Folker* 557–559——System in regard to the sizes and the proportion to each size, *ib.* 561–564——Boots are issued to the army direct from Weedon, *ib.* 566–569——Importance of well-seasoned leather in the boots, *ib.* 570–574.

Details as to the way in which the soles are made and fastened; reference hereon to some metal-pegged boots, *Folker* 575–589. 599–602——Injury to boots by being kept long in store, *ib.* 590——The boots are marked with the contractor's initials, *ib.* 598. 603, 604——At first witness rejected a great many boots, *ib.* 607, 608——The contractors have often complained of rejections, but on explanation by witness have been satisfied, *ib.* 618–621. 641, 642——Care necessary for the packing of boots for the colonies, *ib.* 645–648.

Advantage if the inspectors of boots had some voice relative to the patterns before they are sealed, *Folker* 649–656——The pattern boot now emanates from the War Office, *ib.* 657.

The old pattern boot was doubtless defective, *Ramsay* 659——The sealed pattern is not to be a guide as to the quality of the material, *ib.* 660——A pair of boots lasts about six months, *ib.* 661, 662——Option of the soldier in regard to supplying himself with boots from the quarter-master's stores, *ib.* 663–665.

In the transmission of boots from Weedon witness is responsible for packing them, *Elliott* 867, 868——With regard to a large supply of defective boots, they had been passed under the old system, and witness rejected them, *ib.* 880–885. 940, 941.

With reference to some boots shown to witness, and said to have been issued to the Grenadier Guards and rejected by them, he doubts whether any such boots were ever issued at Weedon at all, *Ramsay* 1845, 1846. 1858——Impression that in the case of some experimental metallic peg boots which have not worn well, 5 *s.* 6 *d.* per pair has been allowed for repairs, the materials still being good, *ib.* 1847, 1848. 1850–1856——The metallic

Reports, 1857—*continued.*

Boots—continued.

metallic peg boots were a portion of a supply of 50,000 pairs of boots ordered by Lord Panmure, with a view to the adoption of a standard boot, *Ramsay* 1852——Any loss on boots which have passed inspection must fall on Government, *ib.* 1857.

With reference to some boots shown to witness, they were part of a supply made for the War Department by Messrs. Hebbert & Co., *Crocher* 1860–1868——These boots were made according to Mr. Doyle's process, it being so stipulated in the contract with Messrs. Hebbert; examination hereon as to the responsibility attaching to Messrs. Hebbert in regard to the bad wear of the boots, *ib.* 1864. 1870–1918——Messrs. Hebbert's people had an unfavourable opinion of Messrs. Doyle's process; witness cannot explain the process, *ib.* 1874–1879. 1896–1907——About 2,000 pairs were first made, and were reported upon favourably, and then 5,000 pairs were made and passed the inspection, *ib.* 1887–1893. 1916–1918.

A small quantity of boots on Mr. Doyle's process were fresh made, and were favourably reported upon, whereupon 5,000 pairs were ordered, and have been issued as part of this year's supply, *Ramsay* 1919–1921——Complaints made against some of these boots, *ib.* 1922–1924——Responsibility attaching to Messrs. Hebbert in regard to these boots, although not pecuniarily liable in any way, *ib.* 1925–1936. 1942——Mr. Doyle can best explain the arrangement between himself and Messrs. Hebbert, *ib.* 1933–1938. 1943——Discontinuance at present of the adoption of Mr. Doyle's process, *ib.* 1944–1946——Favourable reports received of the experimental supply of 50,000 pairs of boots, with the exception of the metallic peg boots, *ib.* 1947–1952.

Specifications for the guidance of persons tendering for the supply of boots to the Royal Artillery, *App. p.* 514, 515——Specification and memoranda to be attended to by the contractor in the supply of boots for the Royal Engineers, *ib.* 534——Specification and memoranda in regard to the supply of boots for the infantry, *ib.* 543, 544.

Return of the existing contracts for boots, *App. p.* 587, 588.

Copies of the proceedings of Boards of Survey held in 1857, on boots issued to the Foot Guards and to the 23d regiment, *App. p.* 640–642.

See also *Inspection*, I. 3.

Bribery and Undue Influence:

I. *Deptford:*

1. Generally as to Bribery at Deptford, and the Conduct of Mr. Smith, the Foreman of Stores.
2. Rejections under Messrs. Hebbert & Co.'s Contract.
3. Charge of Bribery against Mr. Smith on the part of the Firm of Bryan, Price & Co.
4. Statement of Mr. Smith with reference to the foregoing Charge.

II. *Weedon.*

III. *Generally as to the Bribery of Government Subordinates.*

IV. *Imputation as regards Mr. Ramsay; the same refuted.*

I. *Deptford:*

1. Generally as to Bribery at Deptford, and the Conduct of Mr. Smith, the Foreman of Stores:

Witness has heard from Mr. Biden and Mr. Crocker, who are in the employment of Messrs. Hebbert, from a Mr. Ludlow, and from several other persons whom he cannot particularize, that undue influence has been exercised at Deptford by a subordinate at Deptford, of the name of Smith, *Colonel Wetherall* 2803. 2806–2821. 2860–2869. 2923——Examination as to the data on which witness concludes that Mr. Smith has power to exercise an undue influence in regard to rejections by the Board of Officers, and that he exercises that power; personally witness knows nothing of Mr. Smith, or his practices, *ib.* 2858–2899. 2923–2927.

In talking to Colonel Wetherall about the partial conduct of Mr. Smith at the inspection at Deptford, witness does not recollect having applied the term "undue influence" to Mr. Smith, *Crocker* 5343, 5344. 5484. 5491–5494; *Biden* 5495, 5496——Witness does not mean to imply that Mr. Smith was corruptly influenced, except that he has not treated other contractors in the same way as Messrs. Hebbert, *Crocker* 5357, 5358.

Witness has been told that Mr. Smith has received fees and rewards, but, unless protected by the Committee, declines to give the names of his informants, *Bischoff* 5562–5570——Under the protection of the Committee, witness names Mr. John Bryan, of the late firm of Bryan, Price & Co., as able to give information as to the acceptance of fees by Mr. Smith, *ib.* 5571–5575——Reference to a remark by a messenger in the Adjutant-general's office as to the necessity of bribing at Deptford in order to pass goods, *ib.* 5577. 5583, 5584. 5699, 5700——Mention of Mr. David Ludlow as a person who can give

Reports, 1857—*continued.*

Bribery and Undue Influence—continued.

I. *Deptford*—continued.

1. Generally as to Bribery at Deptford, &c.—*continued.*

information in regard to bribery at Deptford, *Bischoff* 5581, 5582. 5722, 5723——Nature of the information which Mr. Bryan can lay before the Committee, *ib.* 5584-5588. 5701-5715——Reference to a statement by Mr. Bryan, that Mr. Smith had one son in the employment of Messrs. Woodrow & Row, and another in the employment of Messrs. Dolan & Co., *ib.* 5708-5715.

Mr. Le Pine, the manager of Messrs. Woodrow & Row, has told witness that the firm had great difficulty in passing these goods until they employed the son of Mr. Smith of Deptford, at 30*s.* per week, *Ludlow* 5822, 5823. 6101, 6102——Belief as to Mr. Smith's son being still at Messrs. Woodrow & Row's, *ib.* 5868. 5871-5873. 5967——Mr. Le Pine has told witness that he frequently took Mr. Smith a box of shirts as a present, *ib.* 5869. 5969-5971——Witness has not heard from Mr. Le Pine any specific instance of money being given to Mr. Smith, and has only spoken to others of his being unduly influenced in the case of Messrs. Hebbert's contract, *ib.* 5902-5917. 5972-5974——Particulars as to witness having bribed the storekeeper or foreman of stores at Deptford, about twenty years ago, *ib.* 5936-5950——Mr. Le Pine is the sole authority for witness's evidence in regard to Mr. Smith, *ib.* 5973, 5974——Reference to some sewing machines worked by witness, the capital in the first instance being supplied by various contractors; examination hereon as to some conversation between Mr. Le Pine and witness relative to the power of Mr. Smith to advance some money in the matter of these machines, *ib.* 6058-6098. 6103-6105.

Impression as to other contractors besides witness having considered it necessary to fee Mr. Smith, *Bryan* 6199-6208. 6375-6384. 6392——Witness has not heard of any bribery at Deptford particularly, and has not heard it laid to the charge of Mr. Smith, *Simpson* 6521-6531.

Favourable opinion entertained by witness of Mr. Smith as a public officer, *Le Pine* 6561, 6562——Witness never told Mr. Ludlow that since a son of Mr. Smith was employed by the firm, there was less difficulty about their goods being passed at Deptford, *ib.* 6562. 6564——Until to-day witness has not had any conversation with Mr. Smith since the 23d December last, *ib.* 6582-6586. 6621——Witness has never taken a box of shirts to Mr. Smith, and has never told Mr. Ludlow that he had done so, *ib.* 6588, 6589——Explanation as to the firm having made half a dozen of shirts for Mr. Smith which were duly paid for, *ib.* 6590-6600. 6680——Mr. Smith's son, in the employment of Messrs. Woodrow & Row, has only a salary of 1*l.* a week, *ib.* 6622-6624——Appointment of young Smith by the firm, through witness, without any knowledge at the time as to his father, *ib.* 6625-6627. 6630, 6631. 6817-6822. 6906, 6907——Witness has never obtained information through young Smith relative to the marine contracts, *ib.* 6628, 6629——Witness has several times lent money to Mr. Ludlow, but does not recollect having been asked by him to get Mr. Smith to lend him money, *ib.* 6638-6641.

Circumstance of witness being worth property to the amount of 2,500*l*; examination as to the way in which he became possessed of it, *Smith* 7446-7466. 7490-7503. 7567-7574——Witness never borrowed any money from any contractors, except from Messrs. Bryan & Co., and from them only 20*l.*, *ib.* 7482-7484——Witness has a son in the employment of Messrs. Woodrow & Row, but has not a son in Messrs. Dolan's employment, *ib.* 7485-7489.

Evidence as to offers of money, or of some remuneration otherwise having been made to witness by several contractors or their agents, which offers he has in each case refused, *Smith* 7505 *et seq.*——Statement as to Mr. Biden, Messrs. Hebbert's foreman, having once offered witness a shilling, and having spoken about going to the theatre with him, *ib.* 7529-7538. 7601, 7602——Messrs. Dolan and other contractors have never directly offered any bribe to witness, *ib.* 7553-7562. 7579-7583——Until Thursday last witness had not named to his superiors that several offers of money had been made to him, *ib.* 7593-7599——Bribery could be of little use, for it is not in any way in witness's power to pass the goods, *ib.* 7603-7619.

Although witness does not wish his private affairs, as regards the value of his property, and the means by which he obtained it, to be gone into at all; he is quite prepared to lay a statement on the subject privately before the Committee, *Smith* 7753, 7754——Witness has been suspended from his office, *ib.* 7764.

Emphatic denial by witness on the part of his firm that they have ever directly or indirectly given any commission or per-centage to Mr. Smith of Deptford Yard, or have ever bribed him in any way, *Dolan* 8071-8076. 8136-8140——There has never been a son of Mr. Smith in the employment of witness's firm, *ib.* 8130, 8131——Witness has never heard the question of bribery connected with the inspection at Deptford, *Cross* 8575-8579.

2. Rejections

Reports, 1857—*continued.*

Bribery and Undue Influence—continued.

I. *Deptford*—continued.

2. Rejections under Messrs. Hebbert & Co.'s Contract:

Belief as to witness's firm having had unusual difficulties to contend with at Deptford and elsewhere, in consequence of their having always been opposed to bribery, *Bischoff* 5589–5594.

Statement as to Mr. Le Pine having told witness on 5th February last that the marine clothing then being supplied by Messrs. Hebbert would be rejected because it was short in weight, and also because Mr. Smith did not approve of their having the contract, *Ludlow* 5853–5857. 5870. 5977–5987——Circumstances under which witness said at Messrs. Hebbert's, in the presence of Colonel Wetherall, that if the firm would give him 50 *l.* to place in the hands of Mr. Le Pine, they would not find much difficulty in passing their goods at Deptford, *ib.* 5858–5867. 5890–5900. 5927–5935. 5951–5964——Circumstance of witness having heard in February last that Messrs. Hebbert would find a difficulty in passing their goods in consequence of their deprecation of bribery, *Simpson* 6513–6531.

Witness never had any conversation with Mr. Ludlow as to the practicability of bribing Mr. Smith, of Deptford, with 50 *l.* in order to pass Messrs. Hebbert's goods, *Le Pine* 6558–6561. 6618–6620——Witness has neither said nor heard that Messrs. Hebbert's goods were not likely to be passed at Deptford, *ib.* 6571–6578. 6587——Further statement that Mr. Ludlow never offered to get goods passed for Messrs. Hebbert; witness never had any conversation with him about Mr. Smith as connected with Messrs. Hebbert's contract, *ib.* 6781–6789. 6794–6800. 6905–6920——Particulars as to Mr. Taylor, a manufacturer at Gomersal, having, in witness's presence, spoken to Mr. Henry Woodrow about the very inferior quality of some cloth supplied by Messrs. Hebbert, and having said that it never could pass without undue influence, *ib.* 6801–6814. 6827–6829. 9878–6903

3. Charge of Bribery against Mr. Smith on the part of the Firm of Bryan, Price & Co.

Witness is a currier and army contractor; has been in the habit of supplying caps to the marines for many years, until about twelve months ago, when his firm, that of Bryan, Price & Co., became bankrupt, *Bryan* 6114–6126——In the course of witness's communication with the authorities at Deptford, he always looked upon Mr. Smith as having great power in passing or rejecting goods, and considered it necessary that the firm should be on good terms with him, *ib.* 6127–6133——About seven years ago, when the firm had much difficulty in passing some forage caps, the foreman offered two or three guineas to Mr. Smith, which he declined, *ib.* 6134. 6236–6247. 6380.

Statement as to Mr. John Peto (who is now dead), witness's partner in the late firm, having told him about eighteen months ago that he had arranged to give Mr. Smith a per-centage in the same way as other contractors had done, *Bryan* 6135–6141. 6300–6318——Understanding of witness at the time that the object of the per-centage arrangement was to secure Mr. Smith's services in preventing the goods being rejected through the stringency of the regulations, *ib.* 6142–6146. 6176. 6198–6204. 6257 *et seq.*——The books of witness's firm are now in the Court of Bankruptcy, but there is no entry in them of any per-centage paid to Mr. Smith, *ib.* 6147–6156——No payment has been made to Mr. Smith, because there was no necessity for it, that is because no goods have, since the arrangement, been supplied, and because Mr. Smith has made no application on the subject; doubt as to the amount of the per-centage agreed upon, *ib.* 6152–6178. 6226–6228 Witness was not aware of the arrangement with Mr. Smith till after it had been made by his partners; examination hereon as to his not having deprecated it when made known to him, *ib.* 6160–6162. 6198–6208. 6257 *et seq.*

Statement as to witness having, on the part of the firm, lent Mr. Smith 20 *l.* about twelve months ago; Smith subsequently told witness that he had repaid the money to Mr. Peto, but witness doubts that fact, *Bryan* 6179–6187——Witness, who has been subpœnaed to attend the Committee, is apprehensive lest his evidence may prejudice him so far as the Government subordinates are concerned, *ib.* 6209–6220. 6327–6329——There has never been any per-centage or other arrangement made by witness's house, except in the case of Mr. Smith, *ib.* 6229–6235——Since the arrangement about the per-centage, no money (except the 20 *l.* before referred to) has passed between witness and Mr. Smith, *ib.* 6248–6256.

Examination to the effect that witness justifies the per-centage arrangement with Mr. Smith on the ground of the stringency of the regulations as to rejections and penalties; how far this argument is consistent with the fact of there having been no rejections under certain contracts in 1854 and 1855, *Bryan* 6257 *et seq.*; 7055–7060. 7310–7331. 7343–7347——Mr. Smith has never spoken to witness of the arrangement, and has never asked for money under it, *ib.* 6314–6317——The per-centage arrangement emanated from Mr. Smith; grounds for this statement, *ib.* 6358–6368——Belief that the effect of the arrangement has not been to give witness's firm advantage over

Reports, 1857—*continued.*

BRIBERY AND UNDUE INFLUENCE—continued.

I. *Deptford*—continued.

3. Charge of Bribery against Mr. Smith, &c.—*continued.*

other contractors, *Bryan* 6385, 6386. 6392——Recent communication between Mr. Phillips, a clerk in Messrs. Hebbert's house, and witness, relative to the latter coming before the Committee, *ib.* 6387–6391——The arrangement was made in order to put the firm on the same footing as other contractors in regard to the regulations, *ib.* 6392.

Mr. Cannan, of Aldermanbury, is the official assignee, who has the book in which witness entered the loan of 20 *l.* to Mr. Smith, *Bryan* 7025——Reference to a conversation between Mr. Smith and witness, on the day of witness's former examination, when the former said that witness was not to know or say anything about the per-centage agreement, *ib.* 7026–7033——Examination on the circumstance of Mr. Smith not having received any per-centage on goods supplied by witness's firm up to October 1856, whereas, according to witness's statement, the agreement about the per-centage was made in January 1856, *ib.* 7034–7054.

Witness has obtained from the Bankruptcy Court an extract of his ledger, dated 1st March 1856, being an entry of the loan of 20 *l.* to Mr. Smith, *Bryan* 7061–7065—— There is no entry of the repayment of the debt; it has not, in fact, been repaid, *ib.* 7066–7068. 7089, 7090. 7181–7282——Witness never applied for the 20 *l.*, and cannot say whether the official assignee has done so, *ib.* 7069–7071. 7081–7088. 7162–7164. 7184–7186——There is no other entry of any similar transaction with Mr. Smith, *ib.* 7072, 7073.

Particulars as to what passed on the 1st March, when Mr. Smith came to witness's manufactory in Baker-street, and asked for and received the 20 *l.* from witness; the money was at the time advanced as a loan, but if not paid would never be asked for, *Bryan* 7074–7080. 7104. 7108. 7151–7159. 7259, 7260. 7268–7270. 7280–7283. 7359 ——Statement as to Mr. Smith having, on the 27th July last, brought witness the 20 *l.*, under a promise that it should be returned as soon as the Committee had terminated its inquiries, *ib.* 7090–7095. 7148, 7149. 7209–7229——The object in giving witness the 20 *l.* was to enable him to tell the Committee, if questioned on the subject, that the original advance of 20 *l.* had been repaid; interviews between witness and Mr. Smith with reference to this point, *ib.* 7091. 7096–7099. 7110–7143. 7163–7177. 7187–7197. 7203–7208. 7232–7258. 7261–7264. 7284–7294——Witness gave Mr. Smith a memorandum of the receipt of 20 *l.*, and subsequently sent by post to Mr. Smith, at his request, a stamped receipt, predated the 4th November 1856; *ib.* 7092, 7093. 7101–7103. 7109. 7114, 7115. 7125–7128. 7144–7147. 7178–7180. 7213–7218. 7277–7279. 7306–7309. 7405.

Further statement in support of the conclusion that the 20 *l.* originally lent or given to Mr. Smith has not been repaid; improbability of its repayment to Mr. Peto, *Bryan* 7116–7124. 7181–7186. 7197–7282. 7302–7305——Mr. Smith, as well as his wife, mentioned that the 20 *l.* was to be returned, and the former said that it had before been paid to Mr. Peto, *ib.* 7150. 7163. 7198–7202. 7215–7218——Neither Mr. nor Mrs. Smith asked witness to say nothing at all about the transaction, *ib.* 7160, 7161——Statement showing that the first communication recently between witness and Mr. Smith about the repayment of the 20 *l.* emanated from witness; this was in consequence of its having been intimated to him through the firm of Hebbert & Co. that the matter was likely to be inquired into by the Committee, *ib.* 7167–7177. 7187–7197. 7203–7208. 7239–7258. 7284–7301.

Witness concluded that the money had not been paid to the official assignee, *Bryan* 7182–7186. 7265–7270——As the money was only placed in witness's possession for a time, and was, in fact, still in Mr. Smith's, he did not consider it his duty to hand it over to the official assignee, *ib.* 7271–7276——As regards a clause in the contract, whereby the contractor engages not to offer any bribe, it was not, in witness's recollection, when he offered Mr. Smith the bribe of 3 *l.* seven years ago, *ib.* 7332–7335——Between the refusal by Mr. Smith of the bribe of 3 *l.* and the acceptance of the 20 *l.* there was no money transaction between him and witness, *ib.* 7352–7355. 7374–7376.

4. Statement by Mr. Smith with reference to the foregoing Charge:

Witness has frequently been to the offices of the contractors in London, among others to those of Messrs. Bryan & Co., *Smith* 7410, 7411——It is quite true that on one occasion witness borrowed 20 *l.* from Messrs. Bryan & Co., *ib.* 7412——Two sovereigns were once offered to witness by Messrs. Bryan's firm; he refused to take them, but neglected to report the matter, as it was his duty to have done, *ib.* 7413–7419. 7504, 7505. 7508 ——Circumstance of no receipt having been given by witness for the 20 *l.*, *ib.* 7419–7421——The 20 *l.* came from the hands of Mr. Bryan, and not from Mr. Peto, *ib.* 7420. 7469–7474——The assignees under the bankruptcy of the firm have not applied for payment of the loan, *ib.* 7422, 7423——Witness was under the impression that the date of the loan was in September 1856, until Mr. Bryan stated it was in March 1856, *ib.* 7424. 7465–7468. 7637–7651. 7660.

Statement

Reports, 1857—*continued.*

Bribery and Undue Influence—continued.

I. *Deptford*—continued.

4. Statement by Mr. Smith with reference, &c.—*continued.*

Statement as to Mr. Bryan having on the 2d July last called on witness, and told him to be careful of the firm of Hebbert & Co.; he said nothing then about the 20 *l.* loan, *Smith* 7425–7428. 7657——The 20 *l.* was repaid by witness to Mr. Peto within eight or ten days after it was borrowed; but no receipt was taken, *ib.* 7428. 7430. 7479–7481. 7661–7664——Particulars as to several loans since 1846 or 1847 from witness to Mr. Peto; they were all repaid, and no interest was charged, *ib.* 7430–7445. 7461-7463. 7563, 7564——Explanation as to Mr. Bryan having given a receipt, dated November last, for the 20 *l.* paid on the 22d July, *ib.* 7466–7468.

Statement as to witness having, in consequence of a letter from Mr. Bryan on the 21st July last, sent his wife on the following day to pay the 20 *l.* a second time rather than have his name mentioned in connexion with the matter before the Committee, *Smith* 7468. 7575–7578. 7652–7657——Before paying the 20 *l.* to Mr. Bryan there was an understanding that it was to be repaid to witness as soon as the inquiries of the Committee were over, *ib.* 7468. 7656——Particular object for which witness borrowed the 20 *l.* from Messrs. Bryan; belief that he wanted it to make up a certain amount for buying some shares in the Unity Bank, though he afterwards did not buy those shares, *ib.* 7469–7480. 7565, 7566. 7658–7660.

Witness denies that there was ever any consideration or understanding between Mr. Peto and himself about his being allowed a per-centage on goods which passed the inspection, *Smith* 7584–7592. 7632–7636.

Further statement as to the object for which witness borrowed the 20 *l.*: it was not for the purchase of Unity shares, *Smith* 7666–7669——Witness's wife was aware of his having paid the 20 *l.* to Mr. Peto, *ib.* 7670, 7671——Further examination as to the object he had in view in the repayment a second time of the 20 *l.*, and in having the receipts antedated, *ib.* 7673–7683——Witness denies that he recently told Mr. Bryan that nothing had better be said about the per-centage, *ib.* 7684–7687.

II. *Weedon:*

Witness is not aware of any dishonesty on the part of a viewer at Weedon, *Hoile* 528, 529——There has been no complaint as to the bribing of any viewer, *Elliott* 1024, 1025——No attempt has ever been made by contractors to bribe witness, *Hebden* 1418, 1419——Bribes have not, to witness's knowledge, been offered to or asked for by any one in his department, *ib.* 1584.

As regards Weedon, witness is not at present in a position to bring forward evidence of bribery; grounds upon which he believes it has been practised there, *Bischoff* 5614, 5615. 5637–5653. 5655——Grounds for the belief that a certain contractor in St. James's street is unduly favoured at Weedon, *ib.* 5660–5666. 5673–5677.

III. *Generally as to the Bribery of Government Subordinates:*

Since witness has been in office there has been no authenticated case of a viewer of stores or clothing being bribed, *Ramsay* 106, 107.

Witness was prepared to lay before the First Lord of the Admiralty information in regard to undue influence, but an interview was not granted him, *Bischoff* 5560——Expression of belief in the existence generally of bribery as regards the subordinate officials of the Government, *ib.* 5561. 5567–5569. 5577–5581. 5596–5598——The opinion is general among contractors and manufacturers as to the existence of the practice, *ib.* 5577–5579. 5668. 5735, 5736——Belief that bribery in its comprehensive sense exists not only at Deptford but at Weedon, and that it used to exist at the Tower; mention of certain persons who can give evidence hereon, *ib.* 5599 *et seq.* 5790–5793.

Other means of bribery or undue influence besides that of giving money, *Bischoff* 5633–5636. 5669–5672. 5708–5715——Object of bribery by any contractor that the goods may be passed rather than that an advantage may be obtained over any other contractor, *ib.* 5742–5744——Doubt as to bribery existing so much among the employés of mercantile firms as among Government subordinates, *ib.* 5745–5747——Precautions against the practice in the case of witness's firm, the main precaution being that of a proper remuneration of their servants, *ib.* 5748–5750. 5754–5765.

Witness has frequently met Colonel Wetherall at Messrs. Hebbert's, and has repeated to him his conviction that nothing could safely pass the inspection without bribery, *Ludlow* 5816–5819——From what witness has heard from contractors or their foremen he can come to no other conclusion than that bribery is constantly resorted to, *ib.* 5819–5823. 5881–5884——Opinion that the inspection cannot be passed without direct or indirect bribery, *ib.* 6099.

In saying that the stringency of the regulations justified parties in offering bribes, witness refers chiefly to the fine of 10 *l.* on rejection, and the short time allowed for replacing rejections, *Bryan* 6257 *et seq.* 7055–7060. 7310–7331. 7343–7373——Witness has

Reports, 1857—*continued.*

Bribery and Undue Influence—continued.

III. *Generally as to the Bribery of Government Subordinates*—continued.

constantly heard from contractors, that in order to get their goods passed it was necessary to fee the Government subordinates; mention of some parties who have made this statement, *Simpson* 6432, 6433. 6442, 6443. 6465-6496——Witness cannot mention any particular instance of bribery, but has no doubt of the existence of the practice, *ib.* 6433, 6434. 6481-6487. 6521-6531——Practice of feeing in the case of supplies to large mercantile houses, as well as in the case of supplies to Government, *ib.* 6497-6502.

Dissent from Mr. Ludlow's statement that there is bribery going on in all the Government departments relative to contracts, *Le Pine* 6726-6729——Statement to the effect that though witness does not know of any direct act of bribery, he has frequently heard parties, among others Mr. Ludlow and Mr. Simpson, talk of undue influence and bribery being resorted to in the case of Government subordinates, *ib.* 6742-6762——Witness in corresponding with Mr. Simpson has never alluded to the subject of bribery, *ib.* 6767-6771——Further statement as to witness having heard persons frequently speak of the difficulty of passing goods without resorting to undue influence; examination hereon, in which witness mentions the names of several persons who have talked with him on the subject, *ib.* 6776-6780. 6815, 6816. 6823-6826. 6830 *et seq.*

Witness does not know of any bribe having ever been paid to any Government officer, and has never heard any contractor state that he had bribed any particular officer, *Le Pine* 6790-6793. 6830-6842. 6925-6929——So long as the goods supplied by witness's firm have been up to the pattern there has been no difficulty in getting them passed, *ib.* 6972-6976——In talking to manufacturers upon the subject of bribery, they, rather than witness, have introduced the topic, *ib.* 6946-6971.

Contractors generally, as well as witness, consider it necessary to bribe in order to get their goods passed, *Bryan* 7340-7342——Statement as to its being a constant practice of contractors to make presents, not in money, to the subordinate agents of Government; witness looks upon these "compliments," so called, as coming under the head of bribery, *ib.* 7377-7454.

As regards the question of bribery of Government officials connected with passing of cloth, witness has frequently heard commercial men express their belief in the practice when the supply was through the colonels, and believes in the existence of the practice himself, but cannot specify any person to whom such remarks apply, *Cross* 8547-8574——Inexpediency of the system of there being too many intercepting parties between the Government and the contractors, *ib.* 8573. 8640-8646. 8654-8656——Obstacles to bribery in the case of persons in witness's employment or in the employment of large manufacturing firms, *ib.* 8640-8649.

Except through the medium of newspaper statements witness has not heard anything against the way in which Government contracts have been conducted, *Langley* 9188, 9189.

IV. *Imputation as regards Mr. Ramsay; the same refuted:*

Mr. Ludlow has said that if witness's firm could get hold of Mr. Ramsay and "palm" him, they could get any quantity of orders, and they would be sure to pass, *Le Pine* 6751——Further statement as to Mr. Ludlow having said or implied that Mr. Ramsay was open to a bribe; Mr. Henry Woodrow was present at the time, *ib.* 6925. 6930-6944.

Witness denies having stated in conversation with Mr. Le Pine that Mr. Ramsay was susceptible of being bribed, *Ludlow* 7010-7012.

Witness recollects having heard Mr. Ludlow say to Mr. Le Pine that if witness's firm could convey 1,000 *l.* to Mr. Ramsay they might get any amount of orders they pleased from the War Department, *Woodrow* 7015-7024.

Witness denies most unequivocally and indignantly the accuracy of statements in the evidence of Mr. Le Pine and Mr. Ludlow as to his being open to bribery, *Ramsay* 7665——He reads a letter prepared by him, and addressed to the Chairman of the Committee, requesting an investigation into the charges in question, with a view to his exoneration in the Report of the Committee from imputations of so calumnious a nature, *ib.*

Brown, Colonel. (Analysis of his Evidence.)—Colonel-commandant of the Woolwich Division of Royal Marines, 2712——Statement as to Colonel Stransham having told witness a day or two after the 27th April that, previous to the inspection of Marine clothing on that day, Colonel Wetherall had cautioned him (Colonel Stransham) to be careful about his rejections, 2713, 2714. 2724——Reason why witness did not take any steps in the matter, although he considered Colonel Wetherall's communication with Colonel Stransham irregular and inappropriate, 2715-2722. 2725, 2726. 2740, 2741——Colonel Wetherall once told witness that he was connected with the firm of Hebbert & Co., 2718, 2719. 2729.

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Brown, Colonel. (Analysis of his Evidence)—*continued.*

Advantages of the present disinterested system of inspection at Deptford, 2723—— Reference to a conversation between Colonel Wetherall and witness, when the former suggested that there should be a professional opinion in regard to deficiency of quality of Marine clothing, 2728-2730—— Objections to a professional opinion by the trade independently of the opinion of the inspecting officers; the opinion of the master tailor as now occasionally given is not a trade opinion, 2730-2739——In the event of Marine clothing being badly made up, witness requires the master tailor to make it good, but not in the event of bad wear through inferior quality, 2742-2748.

Bryan, John. (Analysis of his Evidence.)—Currier and army contractor; has been in the habit of supplying caps to the marines for many years, until about twelve months ago, when his firm, that of Bryan, Price & Co., became bankrupt, 6114-6126.

In the course of witness's communication with the authorities at Deptford, he always looked upon Mr. Smith as having great power in passing or rejecting goods, and considered it necessary that the firm should be on good terms with him, 6127-6133—— About seven years ago, when the firm had much difficulty in passing some forage caps, the foreman offered two or three guineas to Mr. Smith, which he declined, 6134. 6236-6247. 6380.

Statement as to Mr. John Peto (who is now dead), witness's partner in the late firm, having told him, about eighteen months ago, that he had arranged to give Mr. Smith a per-centage, in the same way as other contractors had done, 6135-6141. 6300-6318—— Understanding of witness at the time that the object of the per-centage arrangement was to secure Mr. Smith's services in preventing the goods being rejected through the stringency of the regulations, 6142-6146. 6176. 6198-6204. 6257 *et seq.*——The books of witness's firm are now in the Court of Bankruptcy, but there is no entry in them of any per-centage payment to Mr. Smith, 6147-6156.

No payment has been made to Mr. Smith, because there was no necessity for it; that is because no goods have, since the arrangement, been supplied, and because Mr. Smith has made no application on the subject; doubt as to the amount of the per-centage agreed upon, 6152-6178. 6226-6228——Witness was not aware of the arrangement with Mr. Smith till after it had been made by his partner; examination hereon as to his not having deprecated it when made known to him, 6160-6162. 6198-6208. 6257 *et seq.*

Statement as to witness having, on the part of the firm, lent Mr. Smith 20*l.* about twelve months ago; Smith subsequently told witness that he had repaid the money to Mr. Peto, but witness doubts this fact, 6179-6197——Impression as to other contractors having considered it necessary to fee Mr. Smith, 6199-6208. 6375-6384. 6392—— Witness, who has been subpœnaed to attend the Committee, is apprehensive lest his evidence may prejudice him so far as the Government subordinates are concerned, 6209-6220. 6327-6329.

Witness's firm has had large contracts with Government, and has constantly sent in rejected goods a second time, after putting them to rights, 6221-6225——There has never been any per-centage or other arrangement made by witness's house except in the case of Mr. Smith, 6229-6235——Since the arrangement about the per-centage, no money (except the 20*l.* before referred to) has passed between witness and Mr. Smith, 6248-6256.

Examination to the effect that witness justifies the per-centage arrangement with Mr. Smith on the ground of the stringency of the regulations as to rejections and penalties; how far this argument is consistent with the fact of there having been no rejections under certain contracts in 1854 and 1855; 6257 *et seq.*——Mr. Smith has never spoken to witness of the arrangement, and has never asked for money under it, 6314-6317——Remarks relative to the conduct of the inspection at Deptford and the passing of the goods; active part taken by Mr. Smith therein, 6319-6326. 6393-6414 ——The per-centage arrangement emanated from Mr. Smith; grounds for this statement, 6358-6368——Belief that the effect of the arrangement has not been to give witness's firm any advantage over other contractors, 6385, 6386. 6392——Recent communication between Mr. Phillips, a clerk in Messrs. Hebbert's house, and witness relative to the latter coming before the Committee, 6387-6391.

[Second Examination.]—Mr. Cannan, of Aldermanbury, is the official assignee, who has the book in which witness entered the loan of 20*l.* to Mr. Smith, 7025.

Reference to a conversation between Mr. Smith and witness on the day of witness's former examination, when the former said that witness was not to know or say anything about the per-centage agreement, 7026-7033——Examination on the circumstance of Mr. Smith not having received any per-centage on goods supplied by witness's firm up to

Reports, 1857—*continued.*

Bryan, John. (Analysis of his Evidence)—*continued.*

October 1856, whereas, according to witness's statement, the agreement about the percentage was made in January 1856; 7034–7054.

In saying that the stringency of the regulations justified parties in offering bribes, witness referred chiefly to the fine of 10 *l.* on rejection, and the short time allowed for replacing rejections, 7055–7060.

[Third Examination.] Witness has obtained from the Bankruptcy Court an extract of his ledger, dated 1 March 1856, being an entry of the loan of 20 *l.* to Mr. Smith, 7061–7065——There is no entry of any repayment of the debt; it has not in fact been repaid, 7066–7068. 7089, 7090. 7181–7202——Witness never applied for the 20 *l.*, and cannot say whether the official assignee has done so, 7069–7071. 7081–7088. 7162–7164. 7184–7186——There is no other entry of any similar transaction with Mr. Smith, 7072, 7073.

Particulars as to what passed on the 1st March when Mr. Smith came to witness's manufactory in Baker-street, and asked for and received the 20 *l.* from witness; the money was at the time advanced as a loan, but if not paid, would never have been asked for, 7074–7080. 7104–7108. 7151–7159. 7259, 7260. 7268–7270. 7280–7283. 7359.

Statement as to Mr. Smith having on the 27th July last brought witness the 20 *l.* under a promise that it should be returned as soon as the Committee had terminated its inquiries, 7090–7095. 7148, 7149. 7209–7229——The object in giving witness the 20 *l.* was to enable him to tell the Committee, if questioned on the subject, that the original advance of 20 *l.* had been repaid; interviews between witness and Mr. Smith, and letter from witness to Mr. Smith, with reference to this point, 7091. 7096–7099. 7110–7143. 7163–7177. 7187–7197. 7203–7208. 7232–7258. 7261–7264. 7284–7294.

Witness gave Mrs. Smith a memorandum of the receipt of 20 *l.* and subsequently sent by post to Mr. Smith, at his request, a stamped receipt pre-dated the 4th November 1856; 7092, 7093. 7101–7103. 7109. 7114, 7115. 7125–7128. 7144–7147. 7178–7180. 7213–7218. 7277–7279. 7306–7309. 7405——Further statement in support of the conclusion that the 20 *l.* originally lent or given to Mr. Smith has not been repaid; improbability of its repayment to Mr. Peto, 7116–7124. 7181–7186. 7197–7202. 7302–7305——Mr. Smith as well as his wife mentioned that the 20 *l.* was to be returned, and the former said that it had before been paid to Mr. Peto, 7150. 7163. 7198–7202. 7215–7218.

Neither Mr. nor Mrs. Smith asked witness to say nothing at all about the transaction, 7160, 7161——Statement showing that the first communication recently between witness and Mr. Smith about the repayment of the 20 *l.* emanated from witness; this was in consequence of its having been intimated to him through the firm of Hebbert & Co. that the matter was likely to be inquired into by the Committee, 7167–7177. 7187–7197. 7203–7208. 7239–7258. 7284–7301——Witness concluded that the money had not been paid to the official assignee, 7182–7186. 7265–7270——As the money was only placed in witness's possession for a time, and was, in fact, still Mr. Smith's, he did not consider it his duty to hand it over to the official assignee, 7271–7276.

Further reference to the more stringent system of inspection for the last eighteen months or so, as a justification on part of bribery by the contractors, 7310–7331. 7343–7373——As regards a clause in the contracts, whereby the contractor engages not to offer any bribe, it was not in witness's recollection when he offered Mr. Smith the bribe of 3 *l.* seven years ago, 7332–7335——Circumstance of witness's supplies in 1854 and 1855 having, under the system of inspection of which he complains so much, passed without any rejections, 7337, 7338. 7343–7362.

Contractors generally, as well as witness, consider it necessary to bribe in order to get their goods passed, 3740–3742——Between the refusal of Mr. Smith of the bribe of 3 *l.* and the acceptance of the 20 *l.*, there was no money transaction between him and witness, 7352–7355. 7374–7376——Belief as to the power of Mr. Smith practically to act as inspector at Deptford, and to reject goods, 7363–7373——Statement as to its being a constant practice of contractors to make presents, not in money, to the subordinate agents of Government; witness looks upon these "compliments," so called, as coming under the head of bribery, 7377–7404.

Buttons. Buttons for army clothing are obtained by special contract, *Ramsay* 215——New mode by which the buttons are put on by the regiments, *Elliott* 1012. 1049, 1050. 1104——Particulars as to some contracts for buttons, more especially as to one entered into by Mr. Nutting, and not properly complied with; he has not yet been paid for what he sent in, *ib.* 1027–1052.

Statement of existing prices paid per gross to the several contractors, *App. p.* 582——Sundry returns relative to the contract with Messrs. Nutting, and other contracts for the supply of buttons, *ib.* 589–598.

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C.

Caffin, Captain James Crawford, C.B., R.N. (Analysis of his Evidence.)—Has been director of stores and clothing since the 21st February, 1133, 1134——Definition of witness's duties as being the receipt, custody, and issue of stores, except the commissariat and medical stores, 1135–1145, 1154. 1157——The cost of carriage from Weedon is paid by the contractor, being included in his contract, 1146, 1147——(Captain *Caffin* and Mr. *Ramsay*) Within the last six months or so, all clothing for the army has been despatched from Mark-lane, 1148–1153——(Captain *Caffin*) The only complaint made to witness, under the new system, has been in the case of the 71st regiment at Malta, 1155, 1156. 1208. 1225–1232.

Stores are not kept at Mark-lane, 1158——Contemplated erection of a clothing establishment near Deptford dockyard, 1158——Practice as to the inspection at Mark-lane, 1159–1161——Particulars relative to the Weedon storehouses; convenient situation and good character thereof, 1166–1173——Doubt as to any portion of the buildings at Weedon being used other than as originally intended, 1174–1184——Statement relative to the powder-magazines at Weedon; question as to the expediency of converting them into ordinary store-rooms, 1185–1203——Powder, wheresoever situate, is under witness's charge, 1193–1195.

The complaint from Malta referred to the quality of the supply; the colonel of the regiment stating that the clothing shrunk when dipped in water, 1208–1217. 1220–1223——Clothing made from the same cloth has been favourably reported on by other colonels, 1215, 1216——Pending inquiry in the case of the clothing sent to Malta, 1218, 1219. 1224——There may have been delays in delivery since February, but none have ever been brought to witness's notice, 1225–1232.

Parties responsible in the event of damage in the transit of goods by sea, 1233–1236——Government never insures, 1237——Practice in regard to the supply of barrack-stores, 1238–1244——Course pursued with respect to the quantity of stores or clothing to be kept in hand, 1244–1250.——Particulars as to the practice in taking stock; as a general rule a "remain" is taken everywhere every five years, 1251–1265. 1279–1292——Responsibility of the storekeepers in the event of the stores not agreeing with the store account, or tally, 1254–1261. 1287–1292.

Security is required from the storekeepers as civil servants, 1254. 1292——Witness does not give security, 1258——The storekeepers who have the individual charge of the stores are each in the charge of witness, but not the stores themselves, 1258–1261——As regards the keeping of a year's supply of clothing in store, witness is opposed thereto, 1268–1271——Facilities for extended store-room at Weedon, 1272–1274——Practice as to the supply on hand of naval stores, 1275, 1276.

Evidence in explanation and approval of the present system of supplying recruits, &c. with necessaries, 1293–1310——In the event of changes of pattern, the articles in store are absorbed before the new articles are introduced, 1311–1315——Considerable alterations and repairs being made at Weedon in the saddlery in store, 1316–1320——A re-examination of stores, when issued, will probably be adopted, 1321–1324.

General approval of the present system of witness's department, 1325——Illustration of witness's objection to the local purchase by barrack-masters or quartermasters of all necessaries, 1327–1329——Practice in Ireland as to the local purchase of certain small necessaries, 1327–1330——Practice in the event of lost or worn-out necessaries at Aldershot, 1331.

Explanation as to the relative positions of witness and Mr. Ramsay; responsibility of the latter to witness in regard to the details of the clothing department, witness being responsible for the conduct of the entire department, 1334–1348——The salary of witness is 1,200 *l.* a year, 1349——And that of Mr. Ramsay, 800 *l.* a year, 1350.

Canadian Rifle Regiment. Return of the prices paid for the various articles of clothing supplied for the year 1854–5, *App. p.* 502, 503.

Cape Mounted Rifles. Messrs. Hebbert & Co. have at present a contract for making up clothing for the Cape Mounted Rifles, *Crocker* 1988.

Return of the prices paid for the various articles of clothing supplied for the year 1854–5, *App. p.* 503.

Caps. The cap for the artillery lasts four years, *Ramsay* 254, 255——Explanation as to a difference of 1 *s.* 6 *d.* between the price of the infantry caps under the former system of supply, through the colonels, and the present system of open tender, *Crocker* 1965——As regards the supply of caps under the new system, Messrs. Hebbert & Co. understood that a certain tender-paper received by them referred only to those regiments which they had supplied through the colonels, *ib.* 1966–1976——Remarks upon the tender-paper and the pattern in the case of the caps, *Bischoff* 2107.

Regulations in regard to the provision of caps in the different branches of the service, *App. p.* 550 *et seq.*

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Carriage or Transmission of Clothing. Explanation with reference to the transmission from Ireland to Weedon, and back again, of the clothing made up in Ireland, *Ramsay* 190–202——Government bears the expense of transmitting the clothing from the depôt, *ib.* 200, 201——Advantage if there were a store in Dublin for supplying the army in Ireland, *Sir G. A. Wetherall* 712——The war department now sends the clothing to the regiments; the clothier did so formerly, *ib.* 738–740. 808–810.

Transmission of the cloth from Weedon, if approved of, to the several contractors for making up, the cost of transit being provided for in the contract, *Elliott* 860–865; *Caffin* 1146, 1147——Question as to there being any disadvantage in not having a store in Ireland instead of requiring the clothing if made up there to be sent back to England, *Elliott* 956–972——Rejections at Mark-lane if the clothing be injured during transmission thither; remedy of the contractors in the event of a dispute hereon, *ib.* 977–983——Parties responsible in the event of damage in the transit of goods by sea, *Caffin* 1233–1236.

Statement showing that as regards the stores inspected at Weedon, the carriage amounts to 16*s.* 4*d.* per cent. on the value, *App. p.* 496.

Regulations in regard to the charge for the carriage of clothing and accoutrements, *App. p.* 558. 562. 576.

Cater, William Charles. (Analysis of his Evidence.)—Maker of caps and accoutrements for cavalry and artillery; the firm has been in business for eighty years, 1708, 1709——Under the new system of tender, witness's firm has never tendered for the supply of articles to the clothing department, 1710–1712——The name of the firm is on the official list, and the firm receives tenders probably in the same way as any other firms, 1712–1724——Grounds of witness's objection to tender under the present system; letters hereon from the firm to Mr. Howell in 1856, condemnatory of the system of open tender, 1725–1730. 1733. 1753 *et seq.*

Strong objection to the system of inspection at Weedon, where people seem to be valued in proportion as they find fault, 1733, 1734. 1753. 1806–1810——System of inspection and test of wear to which under the former system witness's supplies were subject; approval of this system, 1735 *et seq.*——A proper appeal would render the present inspection much less objectionable, 1736——Under the former system the articles were first examined by the deputy adjutant-general or the deputy quartermaster-general, and were subsequently examined at the regiment under a Board of general officers, according to whose decision the articles were either received or rejected, 1740–1752. 1777–1794.

The only penalty formerly was that of a re-supply, or, in the event of a refusal to provide a fresh supply, loss of reputation, 1741. 1746–1750. 1776–1790——Objection to the present system of competition as encouraging reckless trading; way in which it does so, 1754–1769. 1802–1824——Reference to a contract by witness at present for the repair of the bear skin caps for the Guards; he named his own price, 1769–1771. 1792–1800——Witness objects to any pecuniary penalties, as at present, 1771–1776.

Cavalry. The cavalry have this year made up their own clothing, *Sir T. Troubridge* 24——The cavalry are to employ civilian tailors, *Ramsay* 237, 238——Quality respectively of the present and former cloth supplied for cavalry overalls, *Hebdon* 1516–1520.

Return of the prices paid for various articles of clothing supplied to the Light Cavalry for the year 1854–5, *App. p.* 501——Similar return in regard to the Heavy Cavalry, *ib.*

Specifications for the guidance of persons tendering for the supply of cloth, &c., for Cavalry, *App. p.* 516–524.

Regulations in regard to the provision, &c., of clothing and appointments, *App. p.* 550 *et seq.*

See also *Saddlery.*

Ceylon Rifle Regiment. Return of the prices paid for the various articles of clothing supplied to the regiment for the year 1854–55, *App. p.* 502.

Chadwick, William. (Analysis of his Evidence.)—Dyer at Leeds, 4946–4949——Dyed several hundred pieces of blue cloth for Messrs. Hebbert, according to a given pattern, and at a satisfactory price, 4950–4956——Evidence to the effect that this cloth was dyed as nearly equal to the pattern as was possible, but that in the process of dyeing uniformity of shade or colour is frequently not attainable, 4957–4960. 4967 *et seq.*——Witness did did not hear from Messrs. Hebbert until his recent arrival in town that any of the cloth had been rejected on the score of colour, 4961, 4962. 4985–4990. 5019, 5020——Occasional instances of witness having had to submit to penalties or deductions in consequence of goods dyed by him not being equal to the pattern, 4963–4966. 5007–5014.

Chelsea Hospital. Circumstance of Messrs. Woodrow & Row having replaced a supply of 500 red coats, sent by them to Chelsea Hospital, which were passed, but did not turn out well, *Le Pine* 6634–6636.

Clarkson,

Reports, 1857—*continued.*

Clarkson, William. (Analysis of his Evidence.)—Cloth manufacturer at Stanningley, near Leeds, 4372, 4373. 4376——Has not directly supplied Government with cloth, 4374, 4375——Made an agreement with Messrs. Hebbert, in December last, for supplying them with black-grey cloth or Oxford mixture for marine trousers, according to a certain pattern, 4377-4380——Is satisfied that the cloth supplied was fully equal to the pattern, 4381, 4382. 4387——Has for several years manufactured cloth used for the army and navy, and the police force, and has not had more than one per cent. rejected, 4384-4386.

The cloth supplied to Messrs. Hebbert was first inspected by Mr. Addyman, their manager, at Leeds, and was not, after rejection at Deptford, returned to witness, 4388-4390. 4397, 4398——Belief that cloth made by witness, and similar to that supplied to Messrs. Hebbert, has been procured by Messrs. Dolan, and has passed inspection, 4389. 4391-4394. 4418-4428——When Messrs. Hebbert gave witness the order, they impressed upon him the necessity of fulfilling it most carefully, 4395. 4396. 4399——Advantage of the test of wear over the test of inspection in regard to the quality of cloth, 4400-4403. 4408-4417.

System of examination of the cloth by Mr. Addyman before its reception; approval of the system, 4411-4416. 4450-4453. 4489-4492. 4511——(*Mr. Bischoff.*) Objection to name the price paid by Messrs. Hebbert for the black-grey cloth, 4432——(*Mr. Clarkson.*) As regards a pattern produced by witness, it was probably cut from a piece in the earlier supplies to Messrs. Hebbert, 4434-4438. 4442-4449——After the cloth is delivered at Messrs. Hebbert's mill, it undergoes finishing, 4454-4456.

Explanation as to the objection of manufacturers to contract directly with Government; the chief ground is the severity or capriciousness of an inspection from which there is no appeal, 4462-4507——Satisfaction if the inspection were made by practical men, 4485, 4486. 4489-4492——Rejection, under the present system, of goods really without any fault at all; case in point, 4487. 4537. 4559, 4560. 4571——Probable reference to arbitration in the event of a dispute between the manufacturer and the merchant, 4497-4507.

Objection to rejecting cloth through deficient measure, 4512, 4513——Means of compressing or shortening a piece of cloth with a view to increasing its weight, 4514-4521——Necessity of damping cloth before pressing it; it is not weighed by the manufacturer in that state, 4523-4529. 4567, 4568——Considerable extent to which the weight may be affected by dampness or dryness in the cloth, according to the weather, 4532-4536——Opinion that the present system of contract is neither advantageous to the Government nor fair to the contractor, 4538.

Approval of a system of ordering directly from large and respectable firms, without competition in price, and paying them a small commission, 4539-4556——Reference to a dispute between a clothier and the Government, in which the former referred to witness for his opinion of the goods; there was no appeal allowed, 4559, 4560. 4570-4577——It is a matter of common conversation that since the war the proportion of rejections has increased, 4562-4566.

Cloaks (*Cavalry*).—Specifications for the guidance of persons tendering for the supply of cloth for cavalry cloaks, *App. p.* 520. 523, 524.

Cloth (*Generally*). Considerable extent of some existing contracts for cloth, *Ramsay* 277-279——Each piece of cloth averages in length forty yards, *Hoile* 421——It is very unusual to find two qualities in the same piece, *ib.* 422——Reference to a contract for 80,000 yards with one firm at 8*s.* 4½*d.* per yard, *ib.* 451-454——There are about twenty contractors for army cloth, *ib.* 501.

Explanation as to the inferiority of the cloth under the old system; this was not the fault of the colonels, *Sir G. A. Wetherall* 819-824——The best exertions of a contractor may fail in regard to the quality of cloth, *Elliott* 892-894——Great difference in price between shoddy and new wool, *Bischoff* 2080——Statement that many practical persons consider a small proportion of shoddy to be an improvement to the cloth, *ib.* 2080-2084——Cloth may in some trifling respects vary from the sealed pattern, and yet be fully equal to it, *Addyman* 5068, 5069. 5253.

Statement showing the quantity of cloth of different kinds received and inspected at Weedon up to the 25th May 1857; also the quantity approved and rejected of each supply, *App. p.* 479-481.

Specifications in detail for the guidance of persons tendering for the supply of cloth of different kinds for the use of the army, *App. p.* 505-547.

Return containing particulars relative to the existing contracts for army cloth of different kinds, *App. p.* 585-587.

See also *Army Clothing. Black-grey Cloth. Blue Cloth. Dye or Colour of Cloth. Inspection. Kersey. Marine Clothing. Measurement of Cloth. Open Tender. Prices. Quality. Red Cloth. Scarlet Cloth. Shrinking of Cloth. Weight of Cloth.*

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Colonial Corps. When at the Tower witness inspected for a period the clothing and the cloth and rejected a good deal, but cannot speak particularly as to the clothing of the Colonial Corps, *Hebdon* 1659–1668. 1676, 1677.

Return of the prices paid for various articles of clothing supplied to the corps for the year 1854–5, *App. p.* 502——List of articles to be supplied to the corps at stated periods, *ib.* 551–553.

Colour of Cloth. See *Dye or Colour of Cloth.*

Compensation (*Inferior Clothing*). System of compensation to the soldier under the present system in the event of the clothing wearing badly, *Ramsay* 218–228; and *App. p.* 550–554. 558. 560–562——Compensation to the soldier under the old system if the clothing proved inferior, *Sir G. A. Wetherall* 756–759. 800–804.

Competition. See *Open Tender.*

Complaints (*Inferior Clothing*). Steps taken by witness in the event of complaints as to the inferiority of supplies, *Sir T. Troubridge* 61, 62——The cloth bears the contractor's seal, so as to trace it in the event of complaint, *Ramsay* 151–153.

Practice in regard to complaints from the commanding officers of regiments, *Sir G. A. Wetherall* 677. 686–694. 749, 750——The War Department performs the same duty that the Board of General Officers used to do in considering complaints, *ib.* 677. 681–683. 812–814——In the event of the clothing of a regiment in the colonies being inferior, the complaint must be made to the War Department, the regiment, of necessity, wearing the clothing in the meanwhile, *ib.* 700–702. 709——Practice in regard to complaints under the old system, *ib.* 759–774. 798–804. 811, 812——Advantages of the former system of a Board of General Officers to examine the cloth, and decide complaints, rather than of the present reference to the Minister for War, *ib.* 759–774.

Explanation as to the course pursued with reference to a recent complaint on the part of the 71st regiment, now at Malta, relative to the clothing under the new system, *Ramsay* 1126, 1127; *Caffin* 1218, 1219. 1224.

Crocker, Arthur. (Analysis of his Evidence.)—Managing clerk to Messrs. Hebbert and Company, 1859——With reference to some boots shown to witness, they were part of a supply made for the War Department, by Messrs. Hebbert & Co., 1860–1868——These boots were made according to Mr. Doyle's process, it being so stipulated in the contract with Messrs. Hebbert; examination hereon as to the responsibility attaching to Messrs. Hebbert in regard to the bad wear of the boots, 1864. 1870–1918——Messrs. Hebbert's people had an unfavourable opinion of Messrs. Doyle's process; witness cannot explain the process, 1874–1879. 1896–1907——About 2,000 pairs were first made, and were reported upon favourably, and then 5,000 pairs were made and passed the inspection, 1887–1893. 1916–1918.

(*Mr. Ramsay.*) A small quantity of boots on Mr. Doyle's process were first made, and were favourably reported upon, whereupon 5,000 pairs were ordered, and have been issued as part of this year's supply, 1919–1921——Complaints made against some of these boots, 1922–1924——Responsibility attaching to Messrs. Hebbert in regard to these boots, although not pecuniarily liable in any way, 1925–1936. 1942——Mr. Doyle can best explain the arrangement between himself and Messrs. Hebbert, 1933–1938. 1943——Objection to a system of withholding 10 per cent. of the contract money until the wear of the articles have been tested, 1939–1941——Discontinuance at present of the adoption of Mr. Doyle's process, 1944–1946——Favourable reports received of the experimental supply of 50,000 pairs of boots, with the exception of the metallic peg boots, 1947–1952.

(*Mr. Crocker.*) Large quantities of accoutrements supplied by Messrs. Hebbert, and other firms, under contract in 1854 and 1855, without resorting to the system of open tender, 1953–1959——The accoutrements supplied have been in excess of the requirements, and there have been some sales and no further supplies since the peace, 1960–1962.

Explanation as to the price of hats, as first supplied by Messrs. Hebbert to the Land Transport corps, having been 6 *s.*, whereas under open competition the hat was obtained for 2 *s.* 8 *d.*; great difference in the hats, 1963, 1964——Explanation as to a difference of 1 *s.* 6 *d.* between the price of infantry caps, under the former system of supply through the colonels, and the present system of open tender, 1965——As regards the supply of caps under the new system, witness's firm understood that a certain tender paper received by them referred only to those regiments which they had supplied through the colonels, 1966–1976.

The only complaint in regard to the clothing supplied by Messrs. Hebbert & Co. to the Land Transport Corps had reference to the quality of the cloth, 1977–1982——There has been no complaint in regard to the clothing supplied by Messrs. Hebbert to the militia, 1983–1987——The firm have at present a contract for making up clothing for the Cape Mounted

Reports, 1857—*continued.*

Crocker, Arthur. (Analysis of his Evidence)—*continued.*

Mounted Rifles, 1988——As regards a contract by the firm for supplying the clothing for the marines, out of 10,000 suits supplied, 6,000 have been rejected, 1989–1998—— Letter from Messrs. Hebbert & Co. to the Comptroller of Victualling, appealing against the rejections of marine clothing, and soliciting a re-examination of the rejected articles, 1999——Reply to the foregoing, declining to grant a re-examination of the articles, and requiring their removal, *ib.*

Explanation and approval of the appeal to the Board of General Officers, which existed under the old system of supply, 2003, 2004. 2015-2020——Objection to the present system of inspection, as not admitting of appeal, 2005–2007——Complaint that the inspection is vexatious and unnecessarily severe, 2008–2014.

Statement as to two different qualities of clothing being supplied to witness's house under a contract for making up clothing for the Guards, the inferior cloth having (as witness fully believes) cost 10*s.* 6*d.*, and the superior 8*s.* 9½*d.* a yard, 2022–2042—— Respect in which the calculated saving of 14,000*l.* a year, if the artillery made up their own clothing (*App. p.* 488, 489), is inaccurately arrived at, 2043–2050.

[Second Examination.]—Witness identifies the kersey pattern sent by Messrs. Hebbert to the manufacturer as part of the sealed pattern in the Marine Office, 4038, 4039.

[Third Examination.]—Statement in regard to its being possible for the contractor to save fifteen per cent. on the cloth allowed to the marine master tailors for making up; examination as to the data for this calculation, 9340–9349. 9368–9388——The pattern red cloth for the marines is not, as was stated by Mr. Dolan, similar to the Weedon pattern cloth, 9350–9352——Explanation in regard to the prices of 16*s.* 3*d.* for the materials for the new marine tunic, and 17*s.* 4*d.* for the made-up tunic, as tendered by Messrs. Hebbert; cost of the old tunic adverted to hereon, 9353. 9389-9411.

Statement as to Messrs. Hebbert having always sent in more than thirty-one and a quarter yards to each piece of white kersey of thirty yards, whereas they have been required by Mr. Smith to invoice it at thirty yards, 9354-9364——Circumstance of 560 tunics supplied by Messrs. Dolan having passed the inspection at Deptford on the 3d August, 9365–9367——As regards the prices for the red cloth for the tunics contracted for by Messrs. Hebbert, witness declines of himself to give such information as would show the profit calculated, 9407–9414——(Mr. *Bischoff.*) Witness objects to give any statement showing the profit on the tunics, 9415.

[Fourth Examination.]—In talking to Colonel Wetherall about the partial conduct of Mr. Smith at the inspection at Deptford, witness does not recollect having applied the term "undue influence" to Mr. Smith, 5343, 5344. 5484. 5491–5494——Grounds for the conclusion that Mr. Smith has exercised a partial or undue influence in the inspection of Messrs. Hebbert's supplies; belief that among other things he selects all the lighter pieces, and lays them exclusively before the Board, 5345–5364. 5379–5394. 5430 *et seq.* ——Statement as to Mr. Smith not allowing for the weight of the fag ends of each piece of cloth, 5352–5356. 5401–5403——Each piece is delivered at the rate of thirty-seven inches to the yard, besides the fag end, and is so allowed to the master tailors, 5352, 5353. 5401–5408.

Examination to which the white kersey received by Messrs. Hebbert from Messrs. Turner was subjected before delivery at Deptford; inspection of about ten per cent. of it, 5365–5370. 5409–5413. 5420–5429——Explanation as to all the kersey rejected at Deptford having been returned to Messrs. Turner, though on re-examination only a very small portion was defective in point of weight, 5370–5378. 5414–5419. 5473–5475—— Belief that since December 1856 the practice of rejecting an entire supply for defect in any portion of it has been more strictly enforced, 5388–5391. 5434–5442.

Low profits at which Messrs. Hebbert & Co. took the contract, 5395–5398——Further belief that in the making up of the clothing there is a saving of about fifteen per cent. on the quantity allowed by the Admiralty, 5398–5400——If a few light pieces are counterbalanced by pieces over weight, witness does not consider it any part of Mr. Smith's duty to cause the rejection of the whole, 5443–5446. 5465–5480——Inspection to which Messrs. Hebbert subject the goods which are forwarded by Mr. Addyman, their manager at Leeds, 5447–5452——Unfairness in testing a piece of cloth by a test of a portion cut out from the fag end, 5453–5457.

Cross, Benjamin Croker. (Analysis of his Evidence.)—Serjeant of marines and master tailor at Plymouth; keeps a temperance hotel there, and is a dealer in cloth and clothing, 8148–8150. 8157–8161——Has been nearly sixteen years in the marines; enlisted for the express purpose of being made master tailor, 8151–8154. 8161——Enlisted on the understanding that he was to be entitled to any surplus, and to make good any deficiency in the cloth supplied to him for making up, 8155. 8241–8252.

The cloth is supplied to witness by the quartermaster, who receives it from the storekeeper at Deptford, 8162-8166. 8172–8175. 8253–8257——Witness is intimate with

Reports, 1857—*continued.*

Cross, Benjamin Croker. (Analysis of his Evidence)—*continued.*

Mr. Smith at Deptford, and has of late had some correspondence with him about the cloth, 8167-8171——On a supply of cloth for the tunics of 100 men, witness would have a surplus equal to about four or five tunics, 8175-8179. 8219. 8693-8698——A yard and a half is allowed for each tunic, and it requires on an average a yard and sixteen or seventeen inches, 8180, 8181.

Witness has purchased cloth from the other master tailors of the marines, but only very rarely, and in limited quantities, 8182-8192——Except once, several years ago, witness has never sent Mr. Smith any cloth in the "empties" or returned casks, 8193-8197. 8204-8206. 8494——Particulars as to witness having some eight or nine years since exchanged some white cloth for some red cloth with a contractor through the medium of Mr. Smith, to whom he sent the cloth in the empties, and whom he paid a small commission for carrying out the transaction, 8193-8195. 8204-8206. 8358-8383. 8454, 8455. 8470-8476. 8493. 8510-8513. 8868-8890.

Since witness has been in town he has had no conversation or communication with Mr. Smith, 8198-8203——Messrs. Hebbert told witness he would be summoned; the matter took him quite by surprise, but he is quite ready to give any information that may be required of him, 8202, 8203. 8236-8240.

Explanation as to some white kersey which witness has lately sold to some one at Bristol, 8207-8213. 8226, 8227-8233——Examination relative to 400 yards of drummers' red cloth, and 600 yards of black-grey cloth which witness had, within the last few days, arranged to sell to Messrs. Hebbert; statement as to a portion of this cloth having come from the store at Deptford, and having probably been some of Messrs. Dolan's cloth which had passed the inspection, whilst another portion came from the surplus of witness's supplies, and from his private trade, 8214-8218. 8384-8392. 8401-8433. 8448-8450. 8479-8482. 8516, 8517. 8772-8827. 8915-8918.

Belief that with the most careful cutting the cloth allowed for 100 tunics, shell jackets, or trousers could not give a surplus of fifteen per cent., 8220. 8699-8709. 8719——Witness supplies caps, but not to Government, 8221-8223——He does not supply any marine clothing to Government, 8224, 8225——Evidence in detail, and examination thereon, relative to some recent correspondence between witness and Mr. Smith with reference to the quantity and measurement of the cloth supplied to witness from Deptford; complaint more especially that Mr. Smith has allowed witness only thirty-six inches to the yard, instead of thirty-seven inches, 8228-8232. 8264-8283. 8290-8326. 8393-8400. 8434-8447. 8453. 8456-8469. 8682-8692. 8728. 8731. 8900-8914.

There is no bargain between witness and the other master tailors that they are to send their surplus cloth to him to be disposed of, 8233-8235. 8491, 8492——Witness came to town chiefly in order to sell cloth left on hand since the termination of the late war; hence his negotiation with Messrs. Hebbert, 8236. 8404. 8772-8775——Income of witness independently of his perquisites, 8246-8250——He carries on a private trade as army and navy clothier, 8251, 8252. 8518, 8519——Quantity of cloth allowed for the tunic, jacket and trousers; an average is taken, 8258-8263——Six inches less cloth are allowed for the present tunic than for the former tunic, which was two inches longer, 8261. 8284-8289.

Statement that a yard of cloth, as supplied by the contractors, contains thirty-seven inches, and a surplus of five per cent., whereas witness has always received barely thirty-six inches, 8264-8269. 8326. 8335-8349. 8434-8447. 8453. 8518-8525. 8914——The reason why witness did not write to Mr. Smith complaining of the short measure until lately, or about Christmas last, was, that the allowance for the former tunic was ample for the making up, 8275. 8305-8308. 8319-8325. 8456, 8457. 8686, 8687. 8692——Reason why witness represented the matter privately to Mr. Smith, though a subordinate at Deptford, 8277-8279. 8292-8298. 8456, 8457. 8467-8469. 8478——Mr. Smith told witness that he had better apply to the proper authorities, and has recently stated that he would rectify any ground of complaint, 8280-8283. 8301-8303. 8442-8446. 8458. 8688-8691. 8905-8910.

The clothing made up in London for the marines is always too short and small for the men, 8290. 8709——Belief that Mr. Smith, in measuring out only thirty-six inches instead of thirty-seven inches for witness (and probably for the other master tailors), retained the difference as a perquisite for himself, 8309-8329. 8350-8353. 8393-8400. 8434-8437. 8459-8466. 8540-8546. 8900-8904. 8911-8914——With regard to the white kersey, it is supplied to witness in pieces, averaging from thirty to thirty-one yards, and at the rate of thirty-six, instead of thirty-seven, inches to the yard, 8330-8342.

The cloth is given out by the quartermaster in suits of fifties, witness being required to provide from it the specified number, 8343, 8344. 8400. 8527——Explanation as to witness having lately sold about 1,400 yards of privates' white cloth to Mr. Steed, of Leeds; this was the accumulation of about ten years' perquisites on the part of the other master tailors as well as of witness, 8354-8357. 8502-8509. 8514, 8515. 8732-8738. 8743-8755——The quartermaster at Plymouth does not open the bales from Deptford, and

Cross, Benjamin Croker. (Analysis of his Evidence)—*continued.*

and has nothing to do with their being only thirty-six inches to the yard, 8393-8400. 8530-8536——Explanation as to witness having stopped the delivery of the cloth which he had sold to Messrs. Hebbert, 8401-8403. 8826, 8827.

In complaining to Mr. Smith, witness said that he had had only purser's measurement, as was the fact, 8440, 8441. 8451-8453——Witness has not thought it necessary to make an official complaint, 8456-8458——Impression that Mr. Smith measures all the cloth sent to witness, 8478——Explanation as to witness having spoken to Messrs. Hebbert about supplying them at the rate of sixty yards a week, including the perquisites of the other tailors, 8483-8492——Statement as to witness having offered Messrs. Hebbert to speak to Mr. Smith about using his influence to aid them in their contract, 8495-8501. 8835-8867——The remarks about Mr. Smith were drawn from witness unawares at Messrs. Hebbert's, 8501. 8835——There is no fag at the end of each piece of cloth when received by witness, 8523——The manufacturer's ticket is not attached to the cloth, 8526.

As regards the question of bribery of Government officials connected with the passing of cloth, witness has frequently heard commercial men express their belief in the practice when the supply was through the colonels, and believes in the existence of the practice himself, but cannot specify any person to whom such remarks apply, 8547-8574——Inexpediency of the system of there being so many intercepting parties between the Government and the contractors, 8573. 8640-8646. 8654-8656——Advantage if the contractor had an appeal from the decision of the inspectors to a Board of tradesmen appointed equally by themselves and Government, 8573. 8584-8588. 8618-8631. 8657, 8658.

Witness has never heard the question of bribery connected with the inspection at Deptford, 8575-8579——Inefficiency of the inspection at Deptford, inasmuch as the inspecting officers are not practical judges of cloth, 8580-8586. 8589-8591. 8595. 8844——Suggestion that Government should pay a few practical and competent persons very well, and that the passing of the cloth, subject to an appeal, should rest with them; check to bribery thereby, 8587-8598. 8647-8652——The inspection of the made-up clothing at Plymouth refers only to the fitting, 8601-8604.

Much better cloth supplied for the marines during the last few years; previously it was very inferior, 8605-8611. 8632-8637——The test of wear is the best test, and the regimental officers have opportunities, doubtless, of judging of the wear, 8612-8617——Means for an appeal in the event of a dispute between witness and those with whom he deals, 8618-8631——Obstacles to bribery in the case of persons in witness's employment, or in the employment of large mercantile firms, 8640-8649——Power of the inspectors at Deptford to reject clothing for a mere trifle, 8657, 8658——Impropriety of rejecting good cloth on account of a slight deficiency in weight, 8659-8666.

Probable competency of the inspecting officers at Deptford to judge of the colour of the cloth, 8667-8672——Practice in regard to the issue of cloth to witness further adverted to, 8673-8681——Very careful cutting required to save anything out of the quantity allowed for the tunic, that is, when there are only thirty-six inches to the yard, 8693-8701——Difficulty in saving anything out of the white kersey allowed for the shell jackets, 8702-8705. 8746-8752. 8755-8757——Impossibility of saving fifteen per cent. on the trowsers, 8705-8708.

With an increased establishment witness could easily make up for the service afloat, as well as for that ashore, of the Plymouth division of the marines, 8710-8718——The perquisites of witness amount to about 30 *s.* or 2 *l.* a week, but a measurement of thirty-seven inches to the yard would increase the amount considerably, 8719-8731——Liability of witness to the extent of 50 *l.*, in the event of loss or deficiency, after the issue from the quartermaster; loss made good by him on one occasion, 8739-8742——Amount of witness's pay and perquisites, and of his expenses, adverted to with reference to the question of placing him on a salary exclusively, 8755-8771.

Statement as to the low price received by witness for the cloth sold by him to Messrs. Hebbert, 8778-8791——Explanation as to witness having been prevented from supplying marines, at their own expense, when going to sea; his articles were much better than those of Government, 8779-8788——Check, through the quartermaster, upon witness's making up inferior cloth, or misappropriating any of the supplies, 8815-8824——Statement of what passed at witness's interview with Messrs. Hebbert before his summons to attend the Committee, 8828-8867.

In speaking to Messrs. Hebbert about Mr. Smith's influence, witness referred merely to his practice of testing the cloth by acids, and not to any corrupt influence, 8836-8838. 8862-8867——Doubt as to the actual part taken by Mr. Smith at the inspection, 8845-8852——Nature of the communication of late years between Mr. Smith and witness; sales of surplus cloth have had nothing to do with it, 8853-8861——Except the sale to Messrs. Hebbert, witness has never sold surplus goods to any army or navy contractor, but has bought small articles from them at times, 8891-8899. 8915, 8916.

[Second Examination.]—Witness has written to Plymouth for any letters from Mr. Smith, but there are none, 8919, 8920——The discontinuance of witness's supply of necessaries, &c. to the marines was in pursuance of a general order, 8921, 8922——No

Cross, Benjamin Croker. (Analysis of his Evidence)—*continued.*
actual arrangement was come to in regard to witness disposing of his surplus cloth to Messrs. Hebbert periodically, 8924, 8925——Witness never offered to sell white kersey to Messrs. Dolan, or any other contractors, 8926-8928.

Further evidence in regard to there being an excess of four or five tunics on the cloth allowed for 100 tunics, at thirty-six inches to the yard; examination hereon, as to the tunic taking only 1 yard 15½ inches, according to this calculation, 8929 *et seq.*——Witness accepted office on the understanding that the surplus cloth was to be his perquisite, and doubts whether he would not give up the appointment if such perquisite were taken from him, 8954-8957. 9049-9053. 9093-9098. 9107——As witness expects for the future to receive thirty-seven inches to the yard, he has not made any official complaint, 8960-8962——Further statement as to the reason why witness did not, long since, complain officially about the short measurement, although he lost about 50*l.* a year by it, 8962-8981. 9045, 9046. 9120-9122——Witness does not actually know that Mr. Smith has profited by the short measurement, 8981-8992. 9038. 9110, 9111.

Only a small proportion of the cloth has been measured by witness, but he still feels sure that he has had only thirty-six inches to the yard, 8993-9015. 9054-9057. 9073-9080.——Circumstance of witness having, about six weeks since, received a piece of cloth with the manufacturer's ticket upon it; the measurement of this confirmed his previous belief that he was entitled to thirty-six inches to the yard, 9016-9044. 9108, 9109——Witness's workmen have no knowledge of the measurement which he receives, 9047, 9048.

Satisfaction always given by witness as regards the clothing made up by him, 9053. 9070-9072——Witness has understood for years that contracts should be fulfilled according to the custom of the wool trade, or at the rate of thirty-seven inches to the yard, 9058-9064——Dissatisfaction in the marine service in regard to the clothing made in London according to diagram, 9065-9069——The foreman of stores at Deptford could not select only the light pieces of cloth for inspection, or unduly influence the Board of officers, if they did their duty in the way that witness supposes, 9081-9092——Witness, if on the Board, would not reject a supply of cloth in the aggregate, if he saw that one piece was light, 9085-9088.

Further evidence as to the advantages respectively of the present system of allowing the surplus cloth to the master tailor, and of a system of fixed salary, without any perquisite, 9093-9107. 9117-9119——If Mr. Smith sends only thirty-six inches to the yard to the four master tailors, there is a gain to him, or some one else, of about 32,000 inches yearly, 9112-9116——Personal liability of the master tailor, if the allowance of cloth were insufficient, 9117-9119——Propriety of the opinion of the foreman of stores or master tailor being given at the inspection, 9123. 9124.

D.

Damaged Cloth. Statements as to some damaged marine cloth having been rejected at Deptford, and some received, the damage being made good by the contractors, *Wolrige* 3165-3175.

Deliveries by Contractors. There is no examination on delivery into the store department at Deptford, *Stransham* 2672-2674——The contractors have nothing to do with the cloth after delivery into store, *Wolrige* 3207——Circumstance of no receipt being given to the contractor on the delivery of goods at Deptford; certificate given for the goods which are passed, *Bischoff* 3848-3851——Belief as to the right of the firm to send in goods for inspection up to the last day prescribed, if goods sent in any day previously had been rejected, or their inspection delayed, *ib.* 3965-3968——Reference to the practice formerly of not giving a receipt for each delivery of the contractor at the Tower and at Weedon, *ib.* 5750-5753——Reference to the delivery note given at Deptford by the contractor with each supply, and filed by witness; checks thereby upon the quantities received till the inspection takes place, *Smith* 7800-7814. 7926-7937. 7971, 7972.

Deptford. See *Bribery and Undue Influence*, I. *Deliveries by Contractors. Inspection*, III. v. *Marine Clothing. Measurement of Cloth. Rejections*, 2.

Director of Stores and Clothing. Witness has been director of stores and clothing since the 21st February 1857, *Caffin* 1133, 1134——General approval of the present system of witness's department, *ib.* 1325——The salary of witness is 1,200*l.* a year, *ib.* 1349.

Dockyard Battalion. Form of contract some years ago for the clothing of the dockyard battalion, *Milne* 3798-3802.

Dolan, Lawrence John Baptiste. (Analysis of his Evidence.)—Has been partner for 10 years in the firm of Dolan & Co., army clothiers and cloth manufacturers, 7974-7976——The firm has for the last 60 years held extensive contracts for army clothing, 7977, 7978——A contract for clothing for the marines was held by the firm, from April 1843 to November 1856; 7979——The firm make their own cloth near Leeds, but do not dye or finish it, 7980-7987.

Reports, 1857—*continued.*

Dolan, Lawrence John Baptiste. (Analysis of his Evidence)—*continued.*

Grounds for the conclusion that the present scale of measurement in the diagrams for the marines' tunics is not excessive, and that a saving of 15 per cent. on the quantity allowed for making up is altogether impracticable, 7988–8000——The contract price of Messrs. Hebbert for the made-up tunic, jacket and trousers for the marines is based on incorrect calculations, and is much too low; grounds for this statement, 7990–8045——Greater expense of the marine tunic than of the old line tunic, 7994–8030——The red cloth for the marines is identical with that for the line, 8007.

Witness's firm, in tendering for the contract obtained by Messrs. Hebbert, were well acquainted with the terms of the contract, 8046–8048——Improved pattern for the tunic and jacket since witness's contract, 8049, 8050——Weight per yard of the white kersey when supplied by witness's firm, 8051–8053. 8110–8117——Few rejections, on the score of quality, under witness's contract, 8054–8055——Practice of witness's father to attend at Deptford, in a room adjoining the inspection-room, being occasionally called into the latter room to give explanations, 8056–8061.

Satisfaction of witness's firm with the conduct of the inspection at Deptford, 8062——The firm have not considered themselves justified in making any remonstrance against rejections or penalties, as they previously knew the terms of the contract, 8063–8066. 8081——Belief as to the fitness of the Board of inspecting officers to judge of the character of the supplies, 8067–8070. 8085–8090.

Emphatic denial by witness, on the part of his firm, that they have ever, directly or indirectly, given any commission or per-centage to Mr. Smith, of Deptford-yard, or have ever bribed him in any way, 8071–8076. 8136–8140——Messrs. Dolan & Co. have never looked upon Mr. Smith as having any influence in the rejection or reception of supplies, 8077——Witness states positively that his firm have never bought any thing from any master tailor, or have ever had arrangement with a master tailor about taking back his surplus cloth, 8078.

Remarks in approval of the system at Deptford of inspecting a per-centage of the clothing; the contractor has no right to complain against the system, 8081–8090——Witness's firm have never been applied to for their opinion in regard to the quality of Messrs. Hebbert's supplies, 8091–8095——The goods obtained from witness's firm, in order to replace Messrs. Hebbert's rejections, are subject to the usual inspection, 8096–8099——Denial of the accuracy of a statement by Mr. Biden as to the quality of the marines' tunics being made by witness's firm; none have yet passed the inspection, 8100——Disadvantages of an appeal from the decision of the inspecting officers, 8101, 8102.

Inaccuracy of Mr. Turner's evidence relative to the white kersey supplied by him to witness's firm; 60 pieces were returned to him in the first nine months, 8103–8109——Arrangement with Mr. Turner in regard to the weight of the white kersey, 8110–8117——Statement showing that, according to a letter from Mr. Turner to Messrs. Hebbert, the white kersey supplied by him to them was nearly two pounds lighter, per piece, than it should have been, 8116–8118.

Witness's firm have never bought any cloth, that is, privates' Oxford mixture, from Mr. Clarkson, of Stanningley, or from Messrs. Swaine & Co. of Leeds; they have bought some from Messrs. John Hainsworth & Sons, which was manufactured by them, 8122–8129——There has never been a son of Mr. Smith in the employment of witness's firm, 8130, 8131——Statement relative to the lace referred to in Mr. Ludlow's evidence; it was stolen from some clothier, but could not be identified, 8132–8135——The only steps ever taken by witness's firm to pass their goods at Deptford were to make them equal to the pattern, 8139, 8140.

Dolan & Co. Particulars as to the last marine supply from Messrs. Dolan having been entirely rejected for deficiency in weight, *Wolrige* 3337–3352——Various contractors for marine clothing, and different circumstances of each contract in regard to duration; Messrs. Dolan & Co. have had a contract for several years, *Stransham* 3570–3579——Continuous character of a contract with Messrs. Dolan for marine clothing, *Milne* 3826–3828——Witness was for some years manager for Messrs. Swaine & Co. of Leeds, who supplied Messrs. Dolan & Co., but the cloth then required was according to a comparatively inferior pattern, *Addyman* 5055, 5062–5066.

The firm of Dolan & Co. has for the last sixty years held extensive contracts for army clothing, *Dolan* 7977, 7978——A contract for clothing for the marines was held by the firm from April 1853 to November 1856, *ib.* 7979——The firm make their own cloth near Leeds, but do not dye or finish it, *ib.* 7980–7987——Few rejections on the score of quality under witness's contract, *ib.* 8054, 8055——The only steps ever taken by witness's firm to pass their goods at Deptford were to make them equal to the pattern, *ib.* 8139, 8140.

Particulars as to the prices, &c., under several existing contracts held by Messrs. Dolan & Co., *App. p.* 577–579. 583. 585–587.

See also *Marine Clothing*, I. 6.

Drummers' Caps (*Marines*). Rejection at Deptford of 150 drummers' caps supplied by Messrs. Hebbert & Co., the brass drums not being according to pattern, *Ev. p.* 112—— Explanation as to the rejection at Deptford of some drummers' shakoes, *Wolrige* 3181–3183.

Circumstance of the fines and penalties being 25 *l.* in the case of the drummers' caps, the price of which was only 30 *l.*, *Bischoff* 3857. 3958.

Drummers' Cloth. See *Red Cloth.*

Duck (*Marine Clothing*). Rejection at Deptford on 25th April of materials for 800 duck frocks, on account of the duck being watered, the pattern not being watered, *Ev. p.* 112–114, and *Wolrige* 3175–3180——Comment in letter from Messrs. Hebbert & Co. in regard to this rejection, *Ev. p.* 114.

Witness, on the part of Messrs. Richards & Co., took an order from Messrs. Hebbert & Co. on the 21st April last for about 5,000 yards of duck, *Barnes* 4282–4284——The supply was in quality and weight fully equal to the sealed pattern, *ib.* 4285–4288. 4294 *et seq.*——The firm have furnished duck to other army contractors of the same kind as that supplied to Messrs. Hebbert, and it has not been rejected, *ib.* 4289–4293. 4297–4299. 4334–4336——Exception taken to the rejection of sixty-three pieces of the duck supplied to Messrs. Hebbert; explanation that the water finish of this duck, for which it was rejected, the pattern not being so finished, is considered an improvement, *ib.* 4294 *et seq.*——The firm willingly took back the rejected supply, and found a ready sale for it, *ib.* 4306–4309——Groundlessness of any charge of fraud against Messrs. Hebbert or Messrs. Richards in regard to the rejected duck, *ib.* 4329–4332——Belief that the inspection was over fastidious; the wear would best have tested the goodness of the article, *ib.* 4337–4352.

Dye or Colour of Cloth. Chemical means are used at Weedon for testing the dye of the cloth, *Hoile* 428, 429; *Hebdon* 1651, 1652——Frauds in the dye are not easily detected, *Hoile* 524, 525.

Rejection of cloth of different kinds supplied for the marines by Messrs. Hebbert & Co., in consequence of the colour not being equal to the colour in the patterns, *Ev. p.* 107, 108. 110.

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F.

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With regard to certain cloth supplied for the Guards' clothing in 1856 respectively, by Messrs. Pollard, and by Messrs. Isaacs, the average increase of price as paid to the latter was about 1 *s.* 3 *d.* a yard; none was supplied at 8 *s.* 9½ *d.*; *Gwyn* 2154–2164——Circumstances under which Messrs. Isaacs were applied to on the failure of Messrs. Pollard to complete the contract; the increased price was borne by the latter, *ib.* 2165. 2175–2179. 2189–2203.

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3835——Until Mr. Grant's evidence was given, the firm had not the remotest conception that they were looked upon as having attempted to commit deception and fraud, *Bischoff* 3853——Witness is prepared with evidence, on the part of manufacturers and others, which he believes will satisfy the Committee that not one particle of the concluding portion of Mr. Grant's report is true, *ib.*

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Inspection to which Messrs. Hebbert subject the goods which are forwarded by Mr. Addyman, their manager, at Leeds, *Crocker* 5447–5452; *Biden* 5509–5511.

Letter from Messrs. Hebbert & Co. to the Chairman of the Committee, dated 22d June 1857, with reference to the imputations of fraud charged against the firm by Mr. Grant, *App. p.* 600.

See also *Boots. Marine Clothing*, I. *Militia. Surplus Materials*, 4. *Wetherall, Colonel.*

Hebdon, William. (*Analysis of his Evidence.*)—Is nominally sub-inspector, but practically chief inspector of cloth at Weedon, 1351, 1352. 1357–1360. 1371–1397——Employment originally of witness as a cloth worker; before his appointment at Weedon, he was viewer at the Tower, 1353–1355. 1405. 1407. 1578–1580——His salary is 100 *l.* a year, with a residence; complaint hereon, 1356. 1362–1370. 1404–1407. 1411——There are two inspectors of cloth at Weedon, 1357——Witness undertakes the entire inspection of the tunic cloth, and on his own responsibility passes or rejects the same; his opinion has always been acted upon, 1357–1360. 1364. 1371–1395. 1455–1477——The chief inspector reports the result of witness's inspection to the superintendent, but rarely inspects the cloth himself, and has always taken witness's opinion, 1365–1367. 1371–1397. 1429–1478.

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Explanation relative to several large quantities of cloth, as supplied by different contractors, which were rejected at Weedon in 1856 by witness and the inspector from Woolwich; part taken by the chief inspector in the matter of these rejections, 1429–1478. 1536–1538——Witness is not aware of any complaints by contractors in regard to his rejections, 1479, 1480——Cloth not properly finished is allowed to be sent in a second time, 1485. 1577, 1578——Impression that cloth rejected on account of bad

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quality has sometimes been re-furnished, 1486-1490——Question as to the practicability or expediency of marking bad cloth, in order to prevent its being sent in a second time, 1491-1500.

Previously to cloth patterns or samples being sealed, they have of late come under witness's inspection; several have in consequence been rejected, 1502-1505. 1512-1515. 1521, 1522——The cloth is always inspected with reference to the sealed patterns, duplicate patterns being kept at Weedon for the purpose, 1506-1511——Quality respectively of the present and former cloth supplied for cavalry overalls, 1516-1520——As regards a large quantity of artillery cloth for trousers which was rejected in 1856, the main defect was in the dye, 1532-1535.

Good quality of the sealed pattern of the scarlet cloth for the privates in the Foot Guards, 1539, 1540——Statement relative to a supply of cloth for the Guards, in accordance with a second sealed pattern which was adopted by witness at the instructions of Mr. Hoile, chief inspector of cloth, 1541-1556. 1581-1589——Witness acted for about five months as inspector of made-up clothing, and still inspects any made-up clothing not previously inspected, 1557-1563——Impossibility of the tailor changing the cloth without detection, 1564——The schoolmasters' clothing is made up without a previous inspection of the cloth; quality of this cloth, 1565-1575.

Witness has never been called upon by the chief inspector to re-inspect cloth rejected for bad quality, 1571-1576——Bribes have not, to witness's knowledge, been offered to or asked for by any one in his department, 1584——Witness prefers the test of the present system of inspection to a guarantee by the contractor of three or four months' wear, 1590-1596——Advantage if all patterns were sent to the inspectors at Weedon before being sealed, 1597, 1598. 1600——Further statement as to all new patterns of cloths being submitted to the inspectors before being sealed, there being however some patterns in use which have not been so submitted; the inspectors report their opinions to the superintendent, 1601-1616.

Witness examined the cloth sent to the 71st Regiment at Malta; it was of equal texture to the cloth supplied to the rest of the army, 1617-1619——Good quality of the new great-coat cloth; advantage if it were heavier, 1620, 1621——It is not witness's duty to make any suggestions to the heads of his department; he merely reports when called upon, 1620. 1625, 1626——More effectual inspection of recent years than formerly, 1627-1630——The cloth sent to Malta was not saturated in order to prevent its shrinking, 1631-1633——Present practice of shrinking the cloth before its issue from Weedon; considerable extent to which some cloth is reduced thereby, 1631-1649.

Imposition in dyeing is detected in witness's department by acids, 1651, 1652——Opportunity for imposition under the former system of furnishing great-coats at the Tower, 1653-1658——When at the Tower witness inspected for a period the clothing and the cloth, and rejected a good deal, but cannot speak particularly as to the clothing of the Colonial Corps, 1659-1668. 1676, 1677——Further approval of the present system at Weedon; it obviates the necessity of any inspection when the clothing reaches the regiment, 1669-1675.

Highland Regiments. Specifications for the guidance of persons tendering for the supply of white kersey cloth for the privates, and white cloth for the serjeants, *App. p.* 527, 528——Regulations in regard to the provision, &c. of clothing and necessaries, *ib.* 551. 556 572. 575.

Hoile, Henry. (Analysis of his Evidence.)—Has been chief inspector of cloth and clothing at Weedon since December 1855; 379-381——Had considerable experience previously in a cloth factory and wholesale cloth house, 382-387——Has a salary of 300 *l.* a year and a residence, 388——Definition of the duties of witness, in conjunction with the inspectors and viewers under him, in the examination of cloth, 389-409. 424-435——Witness reports the result of the inspection to the superintendent of clothing, with whom any further measures rest, 389. 418-420. 460, 461.

Out of 1,072,875 yards inspected at Weedon since December 1855, 183,497 yards have been rejected, 410-416. 436-442——Explanation relative to a machine used at Weedon for the detection of shoddy in the cloth; it has answered exceedingly well, 417. 423-427. 485-491——Each piece averages forty yards, 421——It is very unusual to find two qualities in the same piece, 422——Chemical means are used for testing the dye, 428, 429.

The reasons for rejecting the cloth are always assigned in witness's report, and are given to the contractor if he demurs to the rejection, 430-435——The contractor is not present during the inspection, 435. 457-459——The quality of the great coat cloth is very serviceable, 445——There are no known instances of cloth rejected on one occasion by witness having been subsequently received, 449, 450. 499, 500——Reference to a contract for 80,000 yards with one firm, at 8 *s.* 4 ½ *d.* per yard, 451-454——It is always known to witness and the viewers who the contractor is, as the cloth bears a seal with his name, 455. 480, 481. 527.

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Hopkins, Lieutenant-Colonel. (Analysis of his Evidence.)—Was Member of the Committee of Inspecting Officers at Deptford on the 25th and 27th April, 2749. 2751——Remembers to have been told by Colonel Stransham at the Committee on the 27th April, that Colonel Wetherall had cautioned him (Colonel Stransham) to be careful about the rejections of clothing that day, 2752——Considers this remark of Colonel Wetherall to have been incorrect, as coming from a person said to be connected with the contractors whose goods were about to be inspected, 2755–2763.

I.

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2. Inspection of Cloth.
3. Inspection of Boots.
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VII. *Contemplated Inspection before Issue.*

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2. Inspection of Cloth:

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Witness undertakes the entire inspection of the tunic cloth, and on his own responsibility passes or rejects the same; his opinion has always been acted upon, *Hebdon* 1357-1360. 1371-1395. 1455-1477——The chief inspector reports the result of witness's inspection to the superintendent, but rarely inspects the cloth himself, and has always taken witness's opinion, *ib.* 1365-1367. 1371-1397. 1429-1478——One person could not possibly inspect all the cloth, *ib.* 1398——Explanation of the process to which the cloth is subjected by witness and the viewers, &c., before it is finally folded up for packing, *ib.* 1399. 1400.

Particulars relative to a machine invented by witness for the detection of "shoddy" or old wool in cloth, and for determining the strength of the cloth; useful operation at Weedon of this machine, for which witness received from Government a remuneration of 200 *l.*, *Hebdon* 1401-1403. 1408-1410. 1413-1428. 1529——Competency of the viewers under witness, *ib.* 1412——Difficulty without machinery of detecting "shoddy," if introduced only in small proportions, that is, to the extent of nine or ten per cent. or so, *ib.* 1420, 1421. 1524-1531.

The cloth is always inspected with reference to the sealed patterns, duplicate patterns being kept at Weedon for the purpose, *Hebdon* 1506-1511——Witness acted for about five months as inspector of made-up clothing, and still inspects any made clothing not previously inspected, *ib.* 1557-1563——It is not witness's duty to make any suggestions to the heads of his department; he merely reports when called upon, *ib.* 1620. 1625, 1626.

3. Inspection of Boots:

Witness has been inspector of boots at Weedon since February 1856, *Folker* 537, 538——Had twenty-eight years' previous experience in the trade, *ib.* 539-542——Has a salary rising from 100 *l.* a year to 190 *l.* a year, and a residence, *ib.* 543-545——There are six viewers, all shoemakers, under witness, *ib.* 546, 547——About 150,000 pairs of boots have been inspected by witness, *ib.* 548.

Each viewer puts his initials on the boots passed by him, *Folker* 549-551. 605, 606——Difficulty in detecting bad work in the boots; process of the inspection adverted to hereon, *ib.* 552-556. 586, 587. 622-644——Witness has nothing to do with the price, his duty being to see that the boots are equal to the pattern, *ib.* 591-594——There is another inspector besides witness, but his time is mostly occupied in keeping the books, witness being exclusively engaged in inspection, *ib.* 632-640.

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Any inspector or viewer passing inferior cloth would be dismissed, *Ramsay* 157-162. 233-235——As a rule, contractors are not allowed to be present at Weedon when the goods are inspected, *Ramsay* 268-272; *Hoile* 435. 457-459——The inspectors are under witness, who sees that they do their duty, *Elliott* 873, 874——Inspection about to be made at Weedon of the lining and the serges, *ib.* 1063, 1064.

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II. *Mark-lane:*

Particulars as to the inspection and system of condemnation of the made-up clothing by the viewers at Mark-lane, *Elliott* 977–983. 1007–1011. 1054–1064; *Caffin* 1159–1161.

III. *Deptford:*

1. Constitution of the Board of Inspecting Officers:

The inspection of the marine clothing is under the control of the Deputy Adjutant-general of marines, who appoints a Board of marine officers to attend for the purpose at Deptford on a certain day once a month, *Grant* 2313, 2314.

Witness has had twenty-two years' experience in the examination of clothing for the Marines; has personally attended forty-eight surveys at Deptford, *Stransham* 2425–2427——Constitution of the committee of marine officers with whom the inspection rests; part taken by the master tailor and the foreman of the stores, *ib.* 2428–2435. 2466–2475. 2495–2500. 2519–2521. 2640–2669——The duty of the Board of officers consists in passing all supplies which appear perfectly equal to the sealed pattern, and in rejecting everything short of that pattern, *ib.* 2439, 2440.

Personal convenience to the Board of officers if they can pass the clothing, else there is a repetition of their visits to Deptford, *Brown* 2723; *Wolrige* 3189.

The only interest by which witness and the other members of the committee are guided is the protection of the soldier and the interest of the service, *Wolrige* 3190–3200——Witness has for seven years always been present at the Board, and has attended eighty surveys, *ib.* 3201–3204. 3460——Way in which it is to the interest of witness, as master tailor, that the quality of the cloth should be good, *Watling* 3225–3332——Numerous articles besides clothing which come before the Board of Inspection, *Wolrige* 3370–3373——During the inspection witness is aware by what contractor each piece of cloth has been supplied, but has never had any pecuniary interest in the passing or rejection of any supply, *Watling* 3459–3462.

2. Instructions by which the Board are guided:

Witness's duties or those of the Board of Inspectors are not defined by any printed instructions, *Wolrige* 3288. 3293, 3294——A letter from the Marine Office, dated the 17th December 1856, the form of contract, and certain verbal instructions, have been the means by which witness's duties have been defined, *ib.* 3288–3298. 3314. 3318–3326. 3342. 3351–3353. 3621–3630——The Deptford Victualling Yard instructions have not been laid before witness, *Stransham* 3483; *Wolrige* 3311–3317. 3351. 3358——Copy of the letter from the Marine Office or the Admiralty, dated the 17th December 1856, *Wolrige* 3321——The contract of Messrs. Hebbert was sent to witness at Woolwich before the inspection took place, *ib.* 3342. 3609, 3610——Reference to instructions, dated the 9th June 1833, as those by which witness has been guided at the Board of Inspection, *Stransham* 3484–3487.

Copy of the instructions issued in 1833, whereby the duties of the committee of officers are defined; remarks thereon, *Milne* 3654–3660——The articles of the contract are considered as a guide for the committee, *ib.* 3661, 3662. 3689.

3. Control on the part of the Admiralty:

Reference to the circumstance of the decisions of the Committee being approved by the Board of Admiralty, *Stransham* 2659–2661——Way in which the decisions of the inspecting officers are subject to approval by the Admiralty, *ib.* 3549–3552.

4. Meetings of the Board:

The committee of inspectors generally meet on the second Tuesday in the month, and sometimes sit for two days, *Stransham* 2671——Of late there has been more than one inspection monthly, *Wolrige* 3374.

5. Process of Inspection; part taken by the Foreman of Stores, and the Master Tailor:

Description of the process to which the materials or made-up clothing are subjected by the committee, in order to see whether they are equal to the pattern, *Stransham* 2434, 2435——The foreman of stores, who is assisted by two labourers, weighs, counts, and measures the cloth and materials; impression that he was once in the cloth trade, *ib.* 2434, 2435. 2496–2500——Way in which it is the interest of the master tailor to guard against inferior supplies, and to give his opinion at the Board accordingly, *ib.* 2442–2450. 2501–2510. 2513–2544——The master tailor gives his opinion when called upon;

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III. *Deptford*—5. Process of Inspection, &c.—*continued.*

upon; but he is not a member of the Board, and is in no way responsible for their decisions, *Stransham* 2469, 2470. 2473-2475. 2513, 2514. 2519-2525. 2657——The goods are examined shortly after they are received, *ib.* 2672.

Witness, as foreman of stores, occasionally singes or scrapes the cloth, and applies a chemical test of the dye; but never states his opinion to the committee of inspecting officers, unless they ask for it, *Smith* 2967-2969. 2989. 3013-3016——Witness weighs the cloth when received from the contractors, and states the result to the committee, who constantly weigh it again in order to verify witness's statement before rejecting the cloth as light, *ib.* 2973-2975. 3023-3029. 3033-3036. 3046-3052. 3065-3068——Check used in order to ensure the proper piece of cloth being examined with the corresponding pattern, *ib.* 2989, 2990——Witness has no power whatever in regard to rejections by the Board of officers, *ib.* 3008-3012——Reason why the master tailor at Woolwich is entrusted with the singeing and analysis of the cloth, *ib.* 3021, 3022.

Varying time for which the cloth may be in store before inspection, *Wolrige* 3208——Practice of witness in regard to the singeing and examination of the patterns; he does not test by acids, *Watling* 3253-3260——Any defect discovered by witness is reported to the Board of inspection; his opinion has never been questioned, *ib.* 3261-3263——Other tests applied by the Board besides the test of weight; belief as to their efficiency, *Wolrige* 3299-3309——Witness, who examines every piece of cloth, is generally asked for his opinion by the committee of inspecting officers, such opinion having some influence with the committee, but not necessarily guiding them, *Watling* 3446-3448. 3464-3467——Experience by which witness considers that he is able to judge of the quality of cloth, *ib.* 3468-3474——The committee of inspection judge for themselves, independently of the opinion of the master tailor, *Stransham* 3526-3528.

Remarks relative to the inspection at Deptford, and the passing of the goods; active part taken by Mr. Smith therein, *Bryan* 6319-6326. 6393-6414——Belief as to the power of Mr. Smith, practically, to act as inspector at Deptford, and to reject goods, *ib.* 7363-7373.

Further statement of the duties of witness as leading man of stores, in connexion with the inspection of the Board of officers, *Smith* 7406-7409. 7604-7609——Messrs. Dolan & Co. have never looked upon Mr. Smith as having any influence in the rejection or reception of supplies, *Dolan* 8077——Doubt as to the actual part taken by Mr. Smith at the inspection, *Cross* 8845-8852——The foreman of stores could not select only the light pieces of cloth for inspection, or unduly influence the Board of officers if they did their duty in the way that witness supposes, *ib.* 9081-9092——Propriety of the opinion of the foreman of stores or master tailor being given at the inspection, *ib.* 9123, 9124——The inspecting officers frequently measure some of the cloth, *Smith* 9262-9267. 9268, 9269. 9419.

6. Examination of a Portion only of each Supply:

At the inspection it is impossible to examine each article separately, *Stransham* 2668; *Wolrige* 3375. 3436-3442——Practice of accepting or rejecting supplies from the examination of samples selected from each supply, and without any inspection of the great majority of the articles; propriety thereof considered, *Wolrige* 3376, 3377. 3400-3429——Although it is impossible to examine each article, a very searching examination is made by average, *Stransham* 3587-3590——Sufficiency of the present examination of an average of the deliveries, *Milne* 3666-3669. 3731-3733——Objections to an examination of each individual article; impracticability of such examination, *ib.* 3666. 3669. 3711, 3712. 3734-3737.

7. Exclusion of Contractors from the Meetings of the Board:

Remarks in report of inspecting officers, dated 4th May 1857, as to the propriety of excluding contractors from being present at their proceedings, *Ev. p.* 114——Upon nearly all occasions some agent of the contractors is at Deptford to represent them, *Stransham* 2581——Remarks in approval of the exclusion of contractors from being present at the proceedings of the Committee, *Stransham* 2582-2587; *Milne* 5771——Practice of witness's father to attend at Deptford in a room adjoining the inspection room, being occasionally called into the latter room to give explanations, *Dolan* 8056-8061.

8. Competency of the Board to undertake the Inspection:

Statement as to the competency of the members of the Board to carry out the necessary inspection, *Grant* 2361-2364. 2419——Statement that out of 339 surveys of clothing at Deptford in twenty-four years there have been only four instances, independently of Messrs. Hebbert's contract, in which the inspecting officers have been called upon to reconsider their decisions, *Stransham* 2451-2455——Competency of the Board to undertake the inspection; varying constitution of the Board adverted to hereon as an advantage rather than otherwise, *ib.* 2463. 2466. 2472. 2640-2669——Advantages of the present disinterested system of inspection, *Brown* 2723——Objection to a professional opinion by the trade, independently of the opinion of the inspecting officers; the opinion of the master tailor, as now occasionally given, is not a trade opinion, *ib.* 2730-2739.

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III. *Deptford*—8. Competency of the Board, &c.—*continued.*

Doubt whether the inspectors at Weedon are more competent or proper judges of cloth than the committee of officers at Deptford, *Stransham* 3562-3567——If the inspection were careless, the officers of divisions would soon complain of the clothing, *ib.* 3591——The interest of the Crown and of the soldier are alike represented by the committee of inspection, *ib.* 3592, 3593——The disinclination of some parties to undergo the inspection has always existed, *Le Pine* 6977-6981——Satisfaction of witness's firm with the conduct of the inspection, *Dolan* 8062——Belief as to the fitness of the Board of inspecting officers to judge of the character of the supplies, *ib.* 8067-8070. 8085-8090.

IV. *Objections to the System both at Weedon and Deptford:*

Strong objection to the system of inspection at Weedon, where the officials seem to be valued in proportion as they find fault, *Cater* 1733, 1734. 1753. 1806-1810——Complaint that the inspection at Deptford is vexatious and unnecessarily severe, *Crocker* 2008-2014——The chief complaint against the present system is that the contractor is completely at the mercy of the inspector, *Bischoff* 2061, 2062——More satisfactory practice at Weedon than at Deptford in regard to the inspection; opportunity for explanation given at Weedon to the contractors, *ib.* 2087, 2088. 2103, 2104. 2127, 2128——Tendency of the over severity of the inspection and the want of an appeal to prevent many respectable contractors and manufacturers from competing, *Bischoff* 2095. 2133. 2138-2152; *Clarkson* 4462-4507; *Addyman* 5101. 5120-5133.

Different inspection at Weedon and at Deptford; preference given to the former, *Turner* 4116-4132——Satisfaction if there were an inspecting tribunal of practical and competent persons, *Clarkson* 4485, 4486. 4489-4492; *Wright* 4700-4717; *Addyman* 5134-5138——Opinion that the present system of contract is neither advantageous to the Government, nor fair to the contractor, *Clarkson* 4538.

Reference to the more stringent system of inspection for the last eighteen months or so as a justification in part of bribery by the contractors, *Bryant* 6257 *et seq.* 7050-7060. 7310-7331. 7343-7373——Circumstance of witness's supplies in 1854 and 1855 having under the system of inspection of which he complains so much passed without any rejections, *ib.* 7337, 7338. 7343-7362——Inefficiency of the inspection at Deptford, inasmuch as the inspecting officers are not practical judges of cloth, *Cross* 8580-8586. 8589. 8591. 8595——Suggestion that Government should pay a few practical and competent persons very well, and that the passing of the cloth, subject to an appeal, should rest with them; check to bribery thereby, *ib.* 8587-8598. 8647-8652.

V. *Practice in regard to Inspection by Regimental Boards:*

System of examination, and report by a Board of officers when the clothing is sent to the regiment, *Ramsay* 216, 217.

Regulations in regard to the inspection of clothing, &c. by regimental Boards, *App. p.* 555. 564, 565. 574.

VI. *Former System of Inspection by Boards of Officers:*

System of inspection under the old and new systems; respective advantages of each system, *Sir G. A. Wetherall* 681-683. 690. 742. 747, 748. 756-774. 782, 783. 788-790. 812. 818——Advantages of the present system of inspection of made-up clothing by competent inspectors and viewers, rather than of an inspection of the regiment, *Elliott* 989-999——Competency, in some respects, of regimental officers to judge of cloth, *Biden* 5537. 5543, 5544.

VII. *Contemplated Inspection before Issue:*

A re-examination of the stores or clothing, when issued, will probably be adopted, *Caffin* 1321-1324.

See also *Appeal. Bribery and Undue Influence. Duck. Kersey. Marine Clothing. Red Cloth. Rejections. Shirts. Test of Quality.*

Irons & Co. Offer of some money to witness by Mr. Carr, an agent of Messrs. Irons & Co., *Smith* 7524-7528.

Isaacs, Campbell & Co. Messrs. Isaacs & Co. are looked upon as large manufacturers, both of cloth and boots, *Gwyn* 2193-2198.

Existing contracts held by Messrs. Isaacs, Campbell & Co., *App. p.* 583, 585-588.

See also *Foot Guards. Shirts.*

Issue of Clothing. Duty of witness, as assistant director of stores and clothing, to superintend the issues or distribution, *Ramsay* 163, 164——Delay in furnishing this year's clothing to the army, *Sir G. A. Wetherall* 695, 696. 730. 735-737——Greater delay in the delivery or safe arrival of the clothing under the new system, than when the supply was forwarded by the colonels or contractors, *ib.* 730-741.

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Issue of Clothing—continued.

The infancy of the new system is an excuse for the delays which have occurred in the arrival of clothing at its destination, *Elliott* 1013——There may have been delays in delivery since February, but none have ever been brought to witness's notice, *Caffin* 1225-1232.

Italian Legion. Return of the prices paid for the various articles of clothing supplied for the year 1854-5; *App. p.* 504.

J.

Jackets (Army). Specifications for the guidance of persons tendering for the supply of cloth for the jackets of the privates, serjeants, &c. of the different branches of the army, *App. p.* 508 *et seq.*

Jackets (Marines). Messrs. Hebbert's price of 5*s.* 7*d.* for the made-up jacket, whilst the price for the materials is 5*s.* 5½*d.*, is much too low, *Dolan* 8031-8035——Difficulty in saving anything out of the white kersey allowed for the shell jackets, *Cross* 8702-8705. 8746-8752. 8755-8757.——*See* also *Surplus Materials*, 1.

K.

Kersey (Army). Return of existing contracts for the supply of white cloth for the army, *App. p.* 586.

Kersey (Marines). Statement by Messrs. Hebbert as to 500 privates' white kersey jackets in materials having been rejected, although similar to 66⅔ yards which had passed inspection, *Ev. p.* 113.

When the 66⅔ yards were passed, notice was given to the contractor's agent that any further supply, unless of a better quality, would inevitably be rejected, *Ev. p.* 113, and *Stransham* 2577-2580——On the 9th April 66⅔ yards of white kersey was received, though not quite equal to the pattern; but notice was given to Messrs. Hebbert's agent, Mr. Biden, that any further supply of the same quality would not be received, *Smith* 2985, 2986; *Wolrige* and *Watling* 3119-3129.

Statement as to Messrs. Hebbert's agent not having attempted to deny that chalk, or some whitening substance, had been rubbed over some stains in a piece of white kersey, *Stransham* 2561-2576——Particulars as to some stains in white kersey having been rubbed over with some whitening substance, and as to Messrs. Hebbert's agent saying he could not account for it, *Smith* 2979-2984; *Wolrige* and *Watling* 3143-3147.

Explanation relative to the white kersey rejected on the 13th February; letter from Messrs. Turner, manufacturers, maintaining that the kersey was fully and more than up to the pattern, both in quality and weight, *Bischoff* 3839-3841——Professional opinions obtained by the firm, to the effect that the kersey was fully equal or superior to the pattern, *ib.* 3846——Remarks on the statement that there were stains in the white kersey which had been rubbed over with some white substance, *ib.* 3858-3861. 4009.

Agreement between witness and Messrs. Hebbert & Co. for the supply to them of from 8,000 to 10,000 of kersey and 14,000 yards of serge, at prices satisfactory to witness, *Turner* 4022-4027——The pattern for this supply, which was one of witness's own make, was furnished by Messrs. Hebbert, *ib.* 4028. 4035-4037——Statement as to the pattern and supply being similar to the pattern and supply under Messrs. Dolan's contract; explanation hereon in regard to the weight not being specified under the last-named contract, whilst it is specified in Messrs. Hebbert's case, *ib.* 4029-4033. 4035. 4220-4231. 4234-4240. 4274-4278——The supply to Messrs. Hebbert was fully equal to the pattern, *ib.* 4034. 4040——Witness identifies the kersey pattern sent by Messrs. Hebbert to the manufacturer as part of the sealed pattern in the Marine Office, *Crocker* 4038, 4039.

Evidence relative to the rejection at Deptford of a great portion of the kersey manufactured by witness; belief that three pieces of similar quality were in the first instance passed, *Turner* 4041 *et seq.*——The kersey was fully equal in quality to that supplied to Messrs. Dolan & Co., and was of greater weight, *ib.* 4047-4052. 4062, 4063. 4084. 4095-4100——There was scarcely any complaint in regard to the kersey supplied to Messrs. Dolan; in three years there were probably not more than 20 pieces refused, *ib.* 4053. 4082, 4083. 4089——Circumstance of witness having been bound to take back the rejected goods, and to give a fresh supply, *ib.* 4054, 4055. 4101-4107——Explanation, as regards the stains in the rejected kersey, that it is impossible to make kersey without stains; and, as regards the use of chalk, that it has necessarily always been used in order to get the stains out, *ib.* 4057-4077. 4088. 4241-4267——Letter from Messrs. Hebbert to witness on 1st July, and reply thereto, in justification of the rejected goods, *ib.* 4104.

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Kersey (*Marines*)—continued.

Statement as to witness having supplied kersey which nearly all passed the inspection at Weedon, *Turner* 4104. 4109-4115——Groundlessness of any charge of imposition in regard to the kersey supplied by Messrs. Hebbert, *ib.* 4133——Belief that Messrs. Hebbert have been very severely treated; injustice of rejecting all the kersey because of stains in a few pieces, *ib.* 4134-4150——Further statement in regard to the receipt of the kersey pattern from Messrs. Hebbert, *ib.* 4188-4194. 4198, 4199——Witness enclosed the pattern for the supply of kersey to the manufacturers, Messrs. Turner, in a written order, *Addyman* 4196, 4197. 4200——Further reference to the question of three pieces of kersey having been received at the first inspection; misapprehension hereon, *ib.* 4204-4208. 4214-4216——Reference to a statement by Mr. Turner in regard to sixty-six yards and two-thirds of kersey passing the inspection, as being a mistake on his part, *Bischoff* 4209-4213——Witness objects to mention the price paid by Messrs. Hebbert for the kersey, *Turner* 4217-4219——As regards the pattern for white kersey under Messrs. Dolan's contract, there was no weight specified, *Stransham* 4232. 4333.

Witness produces certain letters from his firm to Messrs. Turner in regard to the supply of kersey; also a letter from the latter since his examination before the Committee, *Bischoff* 4359-4363——Objection of witness to mention the price paid to Messrs. Turner for the kersey, *ib.* 4362. 4364-4368——As regards white kersey, stains are unavoidable in the manufacture; and the use of chalk, for removing any discolouration when the stains are taken, is no deterioration to the cloth, and should not cause rejection, *Addyman* 5327-5342——Examination to which the white kersey received by Messrs. Hebbert from Messrs. Turner was subjected before delivery at Deptford; inspection of about ten per cent. of it, *Crocker* 5365-5370. 5409-5413. 5420-5429——Explanation as to the kersey rejected at Deptford having been returned to Messrs. Turner, though, on re-examination, only a very small portion was defective in point of weight, *ib.* 5370-5378. 5414-5419. 5473-5475.

Weight per yard of the white kersey, when supplied by the witness's firm, *Dolan* 8051-8053. 8110-8117——Inaccuracy of Mr. Turner's evidence relative to the white kersey supplied by him to witness's firm; sixty pieces were returned to him in the first nine months, *ib.* 8103-8109——Arrangements with Mr. Turner in regard to the weight of the white kersey, *ib.* 8110-8117——Statement showing that, according to a letter from Mr. Turner to Messrs. Hebbert, the white kersey supplied by him to them was nearly two pounds lighter per piece than it should have been, *ib.* 8116-8118.

Knowles, Arthur. (Analysis of his Evidence.)—Dyer at Leeds, 4804-4806——Dyed some scarlet cloth for Messrs. Hebbert & Co. according to a pattern furnished by Mr. Addyman, 4807. 4810, 4811——An unusually good price was paid by Messrs. Hebbert for the dyeing, 4807. 4846——The dyeing was fully equal to the pattern, 4808. 4853-4856——Explanation of the process in dyeing scarlet and red cloth; impracticability of obtaining at all times an uniform shade of colour, 4812-4816. 4831-4838. 4857-4865. 4875 *et seq.*——Occasional re-dyeing of scarlet cloth, with a view to make it of the required shade of colour, 4817-4823.

In the case of some red cloth dyed by witness for Messrs. Hebbert a good price was allowed, with an injunction to dye fully equal to the pattern, which injunction was fully carried out, 4824-4829. 4836-4838. 4846, 4847. 4902-4905——Messrs. Hebbert did not notify the rejections of the cloth to witness, 4839-4843. 4892. 4945——Witness has dyed scarlet and red cloth for other army contractors, of no better quality than the cloth in question, and has had very few complaints, 4844-4856. 4943, 4944——As regards the causes of the rejection of the cloth, witness is responsible only for the colour, 4867-4875.

L.

Lace. Mr. Le Pine has frequently had for sale surplus lace and thread bought for the army, *Ludlow* 5899——Explanation as to some surplus lace bought by witness for 4*s.* 6*d.* per gross, the market price now being 6*s.* per gross; he bought it from Mr. William Banks, of Crown-street, who has recently told him that it was procured from military tailors, and that he had been offered some red lace which witness might have at the same price, *ib.* 5918-5926. 5988-6016.

Statement relative to the lace referred to in Mr. Ludlow's evidence; it was stolen from some clothier, but could not be identified, *Dolan* 8132-8135.

Land Transport Corps. Statement relative to the inferior clothing supplied to the Land Transport Corps; the colonel rather than the contractor was to blame, *Ramsay* 288-303.

Explanation as to the price of hats, as first supplied by Messrs. Hebbert to the Land Transport Corps, having been 6*s.*, whereas under open competition the hat was obtained for 2*s.* 8*d.*; great difference in the hats, *Crocker* 1963, 1964——The only complaint in regard to the clothing supplied by Messrs. Hebbert & Co. to the Land Transport Corps had reference to the quality of the cloth, *ib.* 1977-1982.

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Land Transport Corps—continued.

The corps was, in the first instance, clothed by orders of witness given to Messrs. Hebbert & Co.; there was some complaint in regard to the trousers and pilot coats, but the fault did not in any way rest with the makers, *M'Murdo* 2219-2221. 2226-2232——Some 2,000 overalls were offered to witness by the War Department, but he rejected them, and subsequently reported upon them; examination herein, showing that he was previously warned about the quality of these overalls, which were furnished by Messrs. Isaacs, *ib.* 2219. 2221. 2225. 2233-2252——About 300 of the corps were obliged to go to the Crimea before their clothing was supplied, *ib.* 2222-2224.

See also *Military Train.*

Langley, Lieutenant-Colonel. (Analysis of his Evidence.)—Assistant Adjutant-general of the Royal Marines, 2764——Was told by Colonel Stransham on the 27th April last that he (Colonel Stransham) had been cautioned by Colonel Charles Wetherall to be careful about the rejections of clothing that day; the Deputy Adjutant-general was also informed of the circumstance by Colonel Stransham, 2765-2771——Considered that Colonel Wetherall wished to influence the Committee of Inspection, but that as he had failed to do so, it was not necessary to take any further notice of the matter, 2772-2776.

[Second Examination.]—Witness, as instructed, has written within the last few days for a careful and impartial return of the measurement of six bales of red cloth taken promiscuously from the quartermasters' stores at Gosport, Woolwich, Chatham, and Plymouth; copy of the letter, dated 8th August, 9125-9127. 9190——Returns have been received this morning from Gosport, Woolwich, and Chatham, 9128, 9129——Explanation of the results shown by these returns; measurement at the rate of more than 36 inches to the yard in each case, 9131 *et seq.*

It is well understood by the master tailors that the materials for making up are calculated at the rate of 37 inches to the yard, 9165, 9166. 9170, 9171——The master tailors have never made any official complaint of short measurement, 9172-9176——Practice in regard to the receipt of cloth by the quartermasters at Plymouth, &c., supplies being furnished by them to the master tailors out of their stores without requisition on Deptford in each case, 9177-9183. 9187. 9192-9201——Except through the medium of newspaper statements, witness has not heard anything against the way in which the Government contracts have been conducted, 9188, 9189.

Le Pine, John Harker. (Analysis of his Evidence.)—Managing man to the firm of Woodrow & Row, clothiers and contractors, 6541-6543——In February or March 1856, the firm supplied out of their warehouse 500 dozen of shirts to Messrs. Isaac, 6544-6550. 6601-6610——At the same time that Messrs. Isaac sent these shirts to Mark-lane, they sent other shirts procured elsewhere, which were not so good by about 2*s.* a dozen, 6551-6557.

Witness never had any conversation with Mr. Ludlow as to the practicability of bribing Mr. Smith, of Deptford, with 50*l.*, in order to pass Messrs. Hebbert's goods, 6558-6561. 6618-6620——Favourable opinion entertained by witness of Mr. Smith as a public officer, 6561, 6562——Witness never told Mr. Ludlow that since a son of Mr. Smith was employed by the firm there was less difficulty about their goods being passed at Deptford, 6563, 6564——The firm has never had any contract for trousers for the Marines, 6565-6568. 6611-6613——Present contracts held by the firm, 6570.

Witness has neither said, nor heard said, that Messrs. Hebbert's goods were not likely to be passed at Deptford, 6571-6578. 6587——Witness's firm has never held contracts for cloth, 6579-6581——Until to-day witness has not had any conversation with Mr. Smith since the 23d December last, 6582-6586. 6621——Witness has never taken a box of shirts to Mr. Smith, and never told Mr. Ludlow that he had done so, 6588, 6589——Explanation as to the firm having made half a dozen shirts for Mr. Smith, which were duly paid for, 6590-6600——Presence of two quartermasters at Mark-lane when Messrs. Isaac's shirts were being inspected, 6614-6617.

Mr. Smith's son, in the employment of Woodrow & Row has only 1*l.* a week salary, 6622-6624——Appointment of young Smith by the firm, through witness, without any knowledge at the time as to his father, 6625-6627. 6630, 6631——Witness has never obtained information through young Smith relative to the Marine contracts, 6628, 6629——Circumstance of Messrs. Woodrow & Row having replaced a supply of 500 red coats sent by them to Chelsea Hospital, which were passed, but did not turn out well, 6634-6636.

Witness has several times lent money to Mr. Ludlow, but does not recollect having been asked by him to get Mr. Smith to lend him money, 6638-6641——Explanation relative to some white cloth and thread consigned to witness for sale by Mr. Frazer of Gosport, who is in the habit of buying Government stores; Mr. Smith recommended witness to Mr. Frazer for the sale of the cloth, 6642-6679.

[Second Examination.]—Extract from the books of Messrs. Woodrow and Row, dated the 22d March, being a memorandum of the sale of 500 dozen of shirts, at 20*s.* 6*d.* the dozen,

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Le Pine, John Harker. (Analysis of his Evidence)—*continued.*

dozen, 6680——Extract relative to the shirts supplied to Mr. Smith, and the payment of the same, *ib.*——Further evidence relative to the inspection and passing at Messrs. Hayter and Howell's, equally of the shirts supplied by witness's firm to Messrs. Isaac, and of the inferior shirts supplied from other sources, 6681-6725——Inaccuracy of the evidence of Mr. Ludlow as to witness having said that the shirts were tied up with strings of different colours, 6716-6723.

Dissent from Mr. Ludlow's statement that there is bribery going on in all the Government departments relative to contracts, 6726-6729——Reference to the system of rejecting all the bales supplied by contract if one bale be wrong, 6730-6736——Further statement that witness's firm never supplied 200 pairs of trousers for the marines, 6737-6739.

Statement to the effect that though witness does not know of any direct act of bribery, he has frequently heard parties, among others, Mr. Ludlow and Mr. Simpson, talk of undue influence and bribery being resorted to in the case of Government subordinates, 6742-6762——Mr. Ludlow has said that if witness's firm could get hold of Mr. Ramsay and "palm" him, they could get any quantity of orders, and they would be sure to pass, 6751——Reference to a memorandum by witness, now in Mr. Ludlow's possession, relative to the difference in quality of the shirts supplied by Messrs. Isaac, 6763-6766. 6772——Witness, in corresponding with Mr. Simpson, has never alluded to the subject of bribery, 6767-6771.

[Third Examination.]—Further statement as to witness having heard persons frequently speak of the difficulty of passing goods without resorting to undue influence; examination hereon, in which witness mentions the names of several persons who have talked with him on the subject, 6776-6780. 6815, 6816. 6823-6826. 6830 *et seq.*

Further statement that Mr. Ludlow never offered witness 50*l.* to get goods passed for Messrs. Hebbert; witness never had any conversation with him about Mr. Smith, as connected with Messrs. Hebbert's contract, 6781-6789. 6794-6800. 6909-6915——Witness does not know of any bribe having ever been paid to any Government officer, and has never heard any contractor state that he had bribed any particular officer, 6790-6793. 6830-6842. 6925-6929.

Particulars as to Mr. Taylor, a manufacturer at Gomersal, having, in witness's presence, spoken to Mr. Henry Woodrow about the very inferior quality of some cloth being supplied by Messrs. Hebbert, and having said that it could never pass without undue influence, 6801-6814. 6827-6829. 6878-6903——Further reference to the circumstances attending the appointment of Mr. Smith's son by witness's firm, 6817-6822. 6906, 6907——Witness has had no conversation with Mr. Smith with reference to the probability of Messrs. Hebbert's goods being rejected, 6916-6920.

Witness's firm has for about eleven years provided Admiralty supplies; there have been some rejections, 6922-6924——Further statement as to Mr. Ludlow having said or implied that Mr. Ramsay was open to a bribe; Mr. Henry Woodrow was present at the time, 6925. 6930-6944——In talking to manufacturers upon the subject of bribery, they, rather than witness, have introduced the topic, 6946-6971——So long as the goods supplied by witness's firm have been up to the pattern, there has been no difficulty in getting them passed, 6972-6976——The disinclination of some parties to undergo the inspection has always existed, 6977-6981.

Further statement with reference to those shirts supplied by Messrs. Isaac, which, though inferior to those obtained from Messrs. Woodrow & Row, equally passed the inspection; difficulty at the time (during the Crimean War) in obtaining an immediate supply of good articles, 6982-7009.

Line Regiments. Comparative statement showing the actual cost of the clothing for a regiment of the line, under the old system, compared with the cost of the clothing provided by Government, *App. p.* 487——Saving of 345*l.* 6*s.* 6*d.* on each battalion, under the new system, that is, including the increased cost of the improved clothing, *ib.*——Return of the prices paid for various articles of clothing supplied for the year 1854-55, *ib.* 500, 501——List of articles to be supplied to infantry regiments, *ib.* 551.

Linen. Practice of contractors to damp linen, in order to bring it up to the prescribed weight, *Ludlow* 5828-5833.

Lost Clothing. The colonel, or the contractor, formerly bore the expense of rejected or lost clothing; the expense of lost clothing now falls on the public, *Sir G. A. Wetherall* 832-835.

Ludlow, David. (Analysis of his Evidence.)—Was a sub-contractor previously to October 1856; now resides near Calais, 5794-5796——Has worked as a sub-contractor in making up clothing for nearly all the Government contractors, 5797-5812——Has never attended an inspection at Deptford, except once, about twenty years ago, 5801, 5802. 5809——Can only speak from hearsay in regard to the system pursued in passing goods through the Government inspection, 5810. 5813-5815.

Witness

Reports, 1857—*continued.*

Ludlow, David. (Analysis of his Evidence)—*continued.*

Witness has frequently met Colonel Wetherall at Messrs. Hebbert's, and has repeated to him his conviction that nothing could safely pass the inspection without bribery, 5816–5819——From what witness has heard from contractors or their foremen, he can come to no other conclusion than that bribery is constantly resorted to, 5819–5823. 5881–5884——Mr. Le Pine, the manager to Messrs. Woodrow & Row, has told witness that the firm had great difficulty in passing their goods until they employed the son of Mr. Smith, of Deptford, at 30*s.* a week, 5822, 5823.

Statement relative to 600 dozen of shirts contracted for by Messrs. Isaacs & Campbell in 1856, 300 dozen of which were made to pattern by Messrs. Woodrow and Row, and the other 300 dozen, of an inferior quality, were bought elsewhere; they all passed the inspection, Mr. Le Pine being present thereat, 5824–5828. 5834–5850. 5875–5880—— Practice of contractors to damp linen, in order to bring it up to the prescribed weight, 5828–5833——Statement as to Mr. Le Pine having told witness on the 4th or 5th February last, that the marine clothing then being supplied by Messrs. Hebbert would be rejected, because it was short in weight, and also because Mr. Smith did not approve of their having the contract, 5853–5857. 5870.

Circumstances under which witness said at Messrs. Hebbert's, in the presence of Colonel Wetherall, that if the firm would give him 50*l.* to place in the hands of Mr. Le Pine, they would not find much difficulty in passing their goods at Deptford, 5858–5867. 5890–5900. 5927–5935. 5951–5964——Belief as to Mr. Smith's son being still at Messrs. Woodrow and Row's, 5868. 5871–5873. 5967——Mr. Le Pine has told witness that he frequently took Mr. Smith a box of shirts as a present, 5869. 5969–5971 ——Mention of Mr. Battersby, the master tailor of the 6th Dragoons, as able probably to speak to the way in which goods are passed, 5874.

Statement as to Mr. Le Pine having told witness that Messrs. Woodrow and Row had an order for 200 pairs of trousers for the Marines, and that 60 pairs were in the first instance returned by Mr. Smith, 5884–5889——Mr. Le Pine has frequently had for sale surplus lace and thread bought for the army, 5899——Witness has not heard from Mr. Le Pine any specific instance of money being given to Mr. Smith, and has only spoken to others of his being unduly influenced in the case of Messrs. Hebbert's contract, 5902–5917. 5972–5974.

Statement as to witness having bought some surplus lace considerably below the market price, 5918–5926——Particulars as to witness having bribed the storekeeper or foreman of stores at Deptford about twenty years ago, 5936–5950——The last occasion of witness seeing Colonel Wetherall at Messrs. Hebbert's was on the 22d March, 5960–5964——Mr. Le Pine is the sole authority for witness's evidence as regards Mr. Smith, 5973, 5974.

[Second Examination.]—Reference to an order from Mr. Le Pine to witness, dated the 5th February, as tending to prove that it was on the 5th February he told witness that Messrs. Hebbert's goods would be rejected, 5977–5987——Explanation that the surplus lace was bought by witness for 4*s.* 6*d.* per gross, the market price now being 6*s.* per gross; he bought it from Mr. William Banks, of Crown-street, who has recently told him that it was procured from military tailors, and that he had been offered some red lace which witness might have at the same price, 5988–6016.

Representation made by witness to Mr. Ramsay relative to the 300 dozen of inferior shirts supplied by Messrs. Isaac; Mr. Ramsay said it was a "cock and bull story," but that he would make inquiry into the matter; he subsequently told witness that he had made inquiries, and that witness was mistaken, 6017–6027. 6032–6039——Names of persons whom witness has heard speak of the supply of the inferior shirts, 6028–6031 —— Further statement on this matter; belief that 300 dozen inferior shirts did pass the inspection, 6040–6051. 6099, 6100. 6106, 6107.

Further reference to Mr. Le Pine's statement relative to the 200 pairs of trousers for the marines, 6052–6057——Reference to some sewing machines worked by witness, the capital, in the first instance, being supplied by various contractors; examination hereon as to some conversation between Mr. Le Pine and witness relative to the power of Mr. Smith to advance some money in the matter of these machines, 6058–6098. 6103–6105——Since 1838 witness has always been in business on his own account; explanation hereon as to his having compounded with his creditors in 1855; 6063. 6083–6086.

Witness repeats his opinion that the inspection cannot be passed without direct or indirect bribery, 6099——Further reference to Mr. Le Pine's statement as to the less difficulty about the inspection since his firm had employed Mr. Smith's son, 6101, 6102 —— Reference to a difference in the colour of the strings used in tying up the 600 dozen shirts, 6107 —— Explanation relative to an action brought by witness in consequence of a recent accident on a railway, 6108–6113.

[Third Examination.]—Witness does not recollect the contents of a certain memorandum given him by Mr. Le Pine with reference to the shirts supplied by Messrs. Isaac, and doubts whether the memorandum is in existence, 6773–6775.

Ludlow, David. (Analysis of his Evidence)—*continued.*

[Fourth Examination.]—Witness denies having stated in conversation with Mr. Le Pine that Mr. Ramsay was susceptible of being bribed, 7010–7012.

M.

M'Murdo, Colonel. (Analysis of his Evidence.)—Was Director-general of the Land Transport Corps, 2218——The corps was, in the first instance, clothed by orders of witness given to Messrs. Hebbert & Co; there was some complaint in regard to the trousers and pilot coats, but the fault did not in any way rest with the makers, 2219-2221. 2226–2232——In the spring of 1856 some 2,000 overalls were offered to witness by the War Department, but he rejected them, and subsequently reported upon them; examination hereon, showing that he was previously warned about the quality of these overalls, which were furnished by Messrs. Isaac, 2219. 2221. 2225. 2233–2252——About 300 of the corps were obliged to go to the Crimea before their clothing was supplied, 2222–2224.

As regards the clothing recently supplied to the Military Train, the tunics are very good in quality, but the overalls have been complained of in several instances; one pair has worn through in a month, 2253-2282——The pattern of the overalls was, in the first instance, shown to witness and approved of by him, but there has been no pattern sent with the clothing when forwarded to the battalions, 2272–2274. 2283–2287. 2290–2292——The wear to which the overalls are subjected is very great indeed, 2289. 2293.

Made-up Clothing. A small part only of the clothing requires to be re-made after reaching the regiment, *Sir G. A. Wetherall* 714-716——Explanation that all army clothing made up in London is sent to Mark-lane and not to Weedon, and is viewed in the former place, and transmitted thence to its destination, *Elliott* 974. 1000–1016——The made-up clothing is now all delivered at Mark-lane, and shipped from where it is packed, *Ramsay* 1841. ——*See* also *Marine Clothing.*

Making up of Clothing:

1. *Army generally.*
2. *Marines.*

1. *Army generally:*

Intention that the Guards and the Artillery shall make up their own clothing, *Sir T. Troubridge* 21–23——There is a certain scale of allowance for the making up in each branch of the service, *ib.* 25——Better fit where the clothing is made up by the regiment; this plan, however, would sometimes be impracticable, *ib.* 26. 28——Intention that the Guards, Artillery and Cavalry should make up their own clothing; particulars hereon, with reference more especially to the Artillery, and the saving to be effected by their making up their own clothing, *ib.* 236–252——Impracticability of having the cloth made up in each regiment by its own tailors, *Sir G. A. Wetherall* 713. 720, 721——Objections to a corps of tailors at Weedon to make up the clothing, *Elliott* 875–879——Impossibility of the tailor changing the cloth without detection, *Hebdon* 1564.

Regulations in regard to advances for making up clothing, and contingent expenses, *App. p.* 554. 558, 559——Regulations in regard to prices, &c. for making up clothing for the several branches of the service, *ib.* 554. 562——Contract prices for making up clothing for regiments serving in India, for 1858–59, *ib.* 579——Quantity of cloth required for tunics and for trousers, *ib.*

2. *Marines:*

The demand for the cloth sent to the master tailors is made by the quartermaster through the commandant of the division; nature of the demand, *Smith* 7785–7788. 7859–7861——Quantity of cloth allowed for the tunic, jacket, and trousers; an average is taken, *Cross* 8258–8263——The clothing made up in London for the marines is always too short and small for the men, *ib.* 8290. 8709——The cloth is given out by the quartermaster in suits of fifties, witness being required to provide from it the specified number, *ib.* 8343, 8344. 8400. 8427. 8673–8681.

With an increased establishment witness could easily make up for the service afloat as well as for that ashore, of the Plymouth division of the Marines, *Cross* 8710–8718——Check through the quartermaster upon witness's making up inferior cloth, or misappropriating any of the supplies, *ib.* 8815–8824——Satisfaction always given by witness as regards the clothing made up by him, *ib.* 9053. 9070–9072.

See also *Artillery. Master Tailors (Marines). Measurement of Cloth (Marine Clothing). Surplus Materials (Marine Clothing).*

Manufacturers. There is no condition that the contractor for marine clothing &c. must be a manufacturer, *Milne* 3761.

Reports, 1857—*continued.*

MARINE CLOTHING:

I. *Contract of Messrs. Hebbert & Co.:*

1. Particulars as to the Acceptance of the Tender.
2. Copy of the Contract.
3. Requested Extension of Time for the Completion of the First Orders under the Contract; the same refused.
4. Rejections in February of Supplies ordered in December.
5. Subsequent Supply of 20 Sets and Rejection of Portion thereof in March.
6. Purchases from Messrs. Dolan & Co. to complete the Supply first ordered.
7. Rejections in April of Supplies ordered in February.
8. Application by the Contractors to be present at the Inspection in April.
9. Supply in June, and limited Rejection thereof.
10. Particulars as to the total Rejections.
11. Penalties; Refusal of Relief hereon.
12. Prices.
13. General Statement and Complaint on the part of the Contractors.
14. General Statement on the part of the Admiralty and the Inspecting Officers.

II. *Contracts, &c., generally.*

I. *Contract of Messrs. Hebbert & Co.:*

1. Particulars as to the Acceptance of the Tender:

In November 1856 there were seven tenders for marine clothing; that of Messrs. Hebbert & Co., as being the lowest, was accepted, *Grant* 2302, 2303——Injustice if Messrs. Hebbert's tender had been refused, it being the lowest, *Milne* 3770——Witness was present when Messrs. Hebbert's contract was accepted, *ib.* 3806, 3807——The date of the contract was the 28th November, *Bischoff* 1856. 3963——Copy of advertisement for tenders, dated the 8th November 1856, *App. p.* 607.

2. Copy of the Contract:

Copy of the contract with Messrs. Hebbert & Co., for the supply of clothing and necessaries, *App. p.* 608-611——Copy of particular referred to in the contract, *ib.* 611-625——Scales and diagrams under the contract, *ib.* 615-625.

3. Requested Extension of Time for the Completion of the First Orders under the Contracts; the same refused:

The first orders given to Messrs. Hebbert under the contract were on the 2d, 10th and 13th December, *Grant* 2305——Letter from Messrs. Hebbert to witness, dated 16th January 1857, requesting an extension of twenty-one days upon the orders of December, *ib.* 2306——Reason for the refusal of Messrs. Hebbert's application in January for an extension of time under the contract, *Grant* 2309, 2310; *Milne* 3741.

Statement showing that the red cloth required by the earlier requisitions to be furnished in two months had all to be made for the purpose, and that sufficient time was not afforded in which to obtain it, *Bischoff* 3835——Circumstance of Government having been applied to for the clothing more than two months before the requisitions were sent to witness's firm, *ib.* 3836, 3837——Various deliveries of different materials furnished by the firm previously to the inspection on the 13th February, *ib.*——If, in the first instance, an extension of fourteen days had been allowed, the orders of December would all have been sent in by the extra time, *ib.* 3921-3923——The requisitions were to be completed in two months, *ib.* 3964.

Doubt as to the exact date when the red cloth was ordered from or supplied by witness, *Wright* 4609-4621——Delivery by witness of the whole of the first order of 2d December by the 7th March, *Walker* 4755, 4756——Reasonableness of Messrs. Hebbert's application to the Admiralty for increased time for supplying the red cloth, *ib.* 4801, 4802——Witness was made aware that the goods were to be delivered in two months after the requisitions, and told Messrs. Hebbert it would be possible to obtain the goods in that time, *Addyman* 5172-5175. 5215-5217——Explanation as to the manufacturers having found it impossible to prepare the red cloth, &c., in the given time, *ib.* 5217-5227. 5271-5275. 5299-5303.

4. Rejections in February of Supplies ordered in December:

Statement as to the rejection of certain articles in the first delivery under Messrs. Hebbert's contract; report of the committee of officers, dated Deptford, 13th February 1857, explanatory of these rejections, *Grant* 2315-2317——The rejections in February were for want of quality, colour, and weight, *Milne* 3741.

Favourable professional opinion obtained by Messrs. Hebbert in regard to some cloth rejected at Deptford in February, *Wetherall* 2879. 2891-2899——Letter from witness's firm to Mr. Grant, dated the 19th February, in reply to a letter informing the firm of the rejection; request in the letter from the firm for a copy of the report of the inspecting officers, *Bischoff* 3842——Further letter from the firm to Mr. Grant, dated 26th February, requesting

Reports, 1857—*continued.*

MARINE CLOTHING—continued.

I. *Contract of Messrs. Hebbert & Co.*—continued.

4. Rejections in February of Supplies ordered in December—*continued.*

requesting to be allowed to replace the rejected articles, *Bischoff* 3842——On the 27th February, the causes of the rejections were for the first time communicated, *ib.* 3843, 3844——The official proceedings of the Board of Inspection were never communicated, *ib.* 3845——Letter or memorial addressed by the firm to the Lords of the Admiralty, dated 3d March, *ib.* 3845, 3846——Professional opinions attached to the memorial to the effect that the cloth rejected on the 13th February was in some respects fully equal, and in some respects superior, to the pattern, *ib.* 3846, 3847.

Witness produces patterns of the cloth submitted for tender and of the cloth supplied on the 13th February, with reference to which he wishes the Committee to hear the opinions of the manufacturers, and of other competent authorities, *Bischoff* 3872——Way in which the portions of the sealed patterns may be identified with the sealed patterns, *ib.* 3873-3882.

Means of Messrs. Hebbert & Co., before the 13th February, for apprehending that the cloths then to be supplied would be rejected, *Smith* 7619-7626.

Copy of the report of the committee of inspecting officers, dated 13th February 1857, *App. p.* 626, 627——Copy of letter from Messrs. Hebbert & Co. to the Secretary of the Admiralty, dated 3d February 1857, *ib.* 628-630——Copy of letter from Messrs. Hebbert & Co. to Mr. Grant, dated 26th February 1857, *ib.* 627, 628——Copy of the report of the committee of inspection, dated 2d March 1857, *ib.* 628.

5. Subsequent Supply of Twenty Sets, and Rejection of Portion thereof in March:

Remonstrance made by Messrs. Hebbert against the rejections in February; after consideration of the same, they were told they might send in for examination twenty sets of each article of clothing, *Grant* 2319-2321*——The greatest portion of this supply was rejected, *ib.* 2321*——Report of a committee of marine officers, dated 16th March 1857, explanatory of the rejections in the case of the foregoing articles, *ib.* 2322.

Statement as to witness having, contrary to Mr. Grant's recommendation, procured a reconsideration of Messrs. Hebbert's case after the rejections, which ended in their being allowed to send twenty sets as samples, *Milne* 3742, 3743——Unfavourable result of the inspection of the twenty sets referred to, *ib.* 3753-3758.

Further correspondence between the firm and Mr. Grant up to the 6th March, when the firm were informed that they would be allowed to send in for inspection twenty sets of the several articles of clothing which had been demanded, *Bischoff* 3847——Doubt whether the permission to send in twenty sets for examination or re-inspection was any indulgence, *ib.* 3947-3957——Statement relative to the twenty sets of clothing inspected on the 16th March, to the effect that they were similar articles to those rejected on the 13th February, and that the great majority of them, and not a small proportion only, as stated by Mr. Grant, passed the inspection of the 16th March, *ib.* 3848. 3851-3856——The grace given on the 6th March to send in twenty sets was no benefit to the firm, who did not then know that purchases had not been made elsewhere, *ib.* 3885 *et seq.*

Permission given to Messrs. Hebbert, dated 6th March, to send in twenty sets of clothing for inspection, *App. p.* 630——Copy of the report of the committee of inspection, dated 16th March 1857, showing the rejections on the twenty sets, *ib.* 631, 632——List of twenty sets of every article sent to Deptford, in accordance with Mr. Grant's letter of 6th March, and re-inspected on 16th March, *ib.* 634.

6. Purchases from Messrs. Dolan & Co. to complete the Supply first ordered:

On the rejection of the twenty sets, the required articles were purchased from Messrs. Dolan & Co., an extra month having been given to Messrs. Hebbert before such course was adopted, *Grant* 2325-2329. 2352. 2383-2390; *Milne* 3754-3757——Witness had nothing to do with the purchase of goods from Messrs. Dolan on the failure of Messrs. Hebbert's contract, *Strensham* 2598-2603.

Letter from Mr. Grant to the firm, dated 2d March, stating that the steps taken to procure supplies elsewhere could not be suspended, *Bischoff* 3847——Letter from the firm to Mr. Grant, dated 18th March, requiring permission to send in, as part of contract, certain goods which had passed the inspection on the 13th February, but for certain reasons could not then be received, *ib.* 3856——Letter from Mr. Grant, in reply to the foregoing, dated 19th March, stating that the articles rejected should be replaced by purchases elsewhere, *ib.*——Letter from the firm to Mr. Grant, on the 20th March, requesting that the articles required should be purchased from them instead of from other parties, *ib.* 3857——Comment on a statement by Mr. Grant, that after the rejections on the 13th February, a month was allowed to the firm before purchases were made elsewhere; circumstance of Mr. Grant having, by letter on the 18th February, stated that measures had been taken to effect such purchases, *ib.* 3884-3925.

The

Reports, 1857—*continued.*

MARINE CLOTHING—continued.

I. *Contract of Messrs. Hebbert & Co.*—continued.

6. Purchases from Messrs. Dolan & Co., &c.—*continued.*

The goods obtained from witness's firm, in order to replace Messrs. Hebbert's rejections, were subject to the usual inspection, *Dolan* 8096-8099.

Schedule of prices to be paid to Messrs. Dolan & Co. for the articles purchased from them in lieu of the rejected articles supplied by Messrs. Hebbert & Co., *App. p.* 602.

7. Rejections in April of Supplies ordered in February:

The next orders given to Messrs. Hebbert, after the orders in December, were on the 23d and 24th February, *Grant* 2332, 2333——There was an inspection on the 9th April, when some more articles were rejected, *ib.* 2334-2336——Report of the inspecting officers, dated 25th April 1857, explanatory of certain rejections since the former inspection, *ib.* 2337——A remonstrance was made by Messrs. Hebbert to witness against the rejections in April, and was forwarded to the deputy adjutant-general, to be considered and reported upon, *ib.* 2338-2341——Report by the committee of inspecting officers, dated 4th May 1857, upon the foregoing letter of remonstrance from Messrs. Hebbert, *ib.* 2341-2343——As regards the supplies of Messrs. Hebbert, inspected on the 25th April, it was the decided opinion of witness and the other inspecting officers that the quality generally was of an inferior stamp, *Wolrige* 3130-3133.

Correspondence in May between Mr. Grant and the firm relative to the rejections on the 27th April; removal of the goods from Deptford required, their re-examination not being allowed, *Bischoff* 3857.

Copy of report of the committee of inspection, dated 9 April 1857, *App. p.* 632—— Copy of the report of the committee of inspection, dated 25th April 1857, *ib.* 633, 634.

8. Application by the Contractors to be present at the Inspection in April:

Reference to a written application by Messrs. Hebbert & Co., on the 27th April, requesting that the Board of Inspectors would permit the firm to be examined before them in the event of the clothing not being to their satisfaction, *Stransham* 2588-2590. 2595-2597——Belief that Messrs. Hebbert and Colonel Wetherall were aware that on the 25th April there had been some rejections under the contract, *ib.* 2702-2711.

Explanation of the circumstances under which witness accompanied two members of the firm of Messrs. Hebbert & Co. to the inspection at Deptford on the 27th April last, *Colonel Wetherall* 2801-2803. 2826-2844. 2958-2960——Before going to Deptford a letter was written by Mr. Bischoff, at witness's suggestion, in order that an interview might be obtained with the Board of Inspection in the event of Messrs. Hebbert's goods being examined, and of any difficulty arising, *ib.* 2801-2803. 2826-2836. 2558. 2859.

Explanation of the circumstances under which witness and Mr. Gould (one of his partners) went to Deptford on the 27th April during the inspection, *Bischoff* 3857———Neither witness nor Mr. Gould had the remotest idea of being able, in any way, improperly to influence the inspecting officers, *ib.*

9. Supply in June, and limited Rejection thereof:

Statement as to some goods sent in by Messrs. Hebbert on the 9th June having, for the most part, been received, whilst some supplied by Messrs. Dolan were rejected, *Stransham* 2604-2610.

Report of the committee of inspecting officers, dated 9 June 1857, containing particulars as to the articles accepted and rejected, *App. p.* 601.

10. Particulars as to the Total Rejections:

Out of 10,000 suits supplied, about 6,000 have been rejected, *Crocker* 1989-1998.

Return showing the articles demanded from Messrs. Hebbert & Co., together with the dates when the same were tendered for delivery, and examined by the inspecting officers; also the quantities received and rejected, with the dates respectively, *App. p.* 603-606.

11. Penalties; Refusal of Relief hereon:

By the large rejection of marine clothing supplied by witness's firm they have lost over 7,000 *l.*, including the fine of 3,700 *l.* for non-delivery, *Bischoff* 2057, 2058. 2108-2112——Willingness of the firm to forfeit their bond of 3,000 *l.* if allowed to be off the contract, *ib.* 2105.

Memorial sent by Messrs. Hebbert & Co. to the Admiralty, dated 24th March 1857, praying, for certain reasons, to be released from their contract, and from the infliction of the fines and penalties to which, strictly, they might be considered liable, *Grant* 2330——Report by witness, dated 8th April 1857, upon the foregoing memorial; recommendation therein, that Messrs. Hebbert be held responsible for the due and strict observance of all the conditions of the contract, *ib.*——The result was, that the prayer in Messrs. Hebbert's memorial was not complied with, *ib.* 2331.

Reports, 1857—*continued.*

MARINE CLOTHING—continued.

I. *Contract of Messrs. Hebbert & Co.*—continued.

11. Penalties; Refusal of Relief hereon—*continued.*

Penalty of 10*l.* for rejection of supplies under Messrs. Hebbert's contract, *Milne* 3713. 3728–3730. 3760—Reason for the refusal of Messrs. Hebbert's application to be released from the contract, *ib.* 3759—Subsequently to February last the 10*l.* penalty has been altered to a penalty of 5*l.* per cent. upon the value of rejected goods, *ib.* 3760.

Letter from Mr. Grant on the 27th February, informing the firm that the penalties incurred under the contract would be inflicted, and the rejected articles replaced by purchases elsewhere, the firm paying any advance on the contract price, *Bischoff* 3845—Previously to the memorial of the 24th March from the firm to the Admiralty (*Ev. p.* 110), witness ascertained from the Admiralty solicitor that penalties would be enforced in such a way that the firm might be wound up, *ib.* 3857—Reference to some interviews between witness and Lord Goderich and Mr. Baines, relative to the course to be adopted by the firm, *ib.*—The firm were at this period quite willing to pay the bond forfeit of 3,000*l.* to have got out of the contract, *ib.*—Explanation as to the firm having in May sought the opinion of Sir F. Thesiger, and subsequently of Mr. Bovill, with reference to the practicability of getting out of the contract, so as to avoid what seemed to be endless liability; opinion of Sir F. Thesiger that the firm had no redress, *ib.*

The remonstrances of the firm after a certain date were not with reference to the purchases being made from other parties, but with a view to getting relieved from their liability, *Bischoff* 3929–3946—Paper delivered in, showing that the total penalties in regard to deliveries in February and April are 3,451*l.* 12*s.* 4*d.*; 2,870*l.* 15*s.* 2*d.* being the amount of excess required to purchase articles elsewhere, *ib.* 3958–3962—Further evidence in explanation of, and in objection to, the practice pursued in the infliction of fines and penalties under the contract, *ib.* 3958 *et seq.*—Reference to the penalty of 10*l.* on rejection, although in contracts since February, the penalty has been only 5*l.*, *ib.* 3960, 3961. 3995. 4002–4004.

Legally the firm seem to be completely at the mercy of the Crown, *Bischoff* 3969. 3999—It has never been their practice to take legal opinions as to the penalties before accepting any contract, *ib.* 3970–3977—Estimate that the total loss of the firm up to the 24th April was fully 8,000*l.* on supplies invoiced at 10,300*l.*, *ib.* 3978. 3983. 4578–4580—Ruin of the firm if their future supplies are to be treated like those under former requisitions, and all the penalties enforced, *ib.* 3978. 4004—The total contract, which is for 15,000 men, will amount to about 60,000*l.*, upon which amount the firm are seemingly to be held liable for penalties, *ib.* 3978. 4369–4371—After the opinions expressed by Mr. Grant against the firm, witness wishes the Government would at once assign the contract to others, and sue the firm for the penalties, *ib.* 4004, 4005.

Letter from Mr. Phinn, dated 3d April 1857, stating that the conditions and penalties of the contract must be complied with, *App. p.* 635.

Return of the rejections under the contract, and of the penalties for such rejections, *App. p.* 636, 637.

12. Prices:

Information furnished by witness to Messrs. Hebbert & Co. in regard to the prices at which the cloth for the contract might be obtained, *Addyman* 5031. 5176–5178. 5213, 5214—Low profit at which Messrs. Hebbert & Co. took the contract, *Crocker* 5395–5398—The contract price of Messrs. Hebbert for the made-up tunic, jacket, and trousers for the Marines is based on incorrect calculations, and is much too low; grounds for this statement, *Dolan* 7990–8045—Calculated large saving upon the materials allowed for making up, upon which Messrs. Hebbert & Co. have tendered at seemingly low prices for the made-up clothing, *Crocker* 9340 *et seq.*

Particular in the contract showing the prices for the made-up clothing and the clothing in materials, *App. p.* 611, 612.

13. General Statement and Complaint on the part of the Contractors:

Letter from Messrs. Hebbert & Co. to the controllers of victualling, appealing against the rejections of marine clothing, and soliciting a re-examination of the rejected articles, *Crocker* 1999—Reply to the foregoing, declining to grant a re-examination of the articles, and requiring their removal, *ib.*

Statement in a letter from Messrs. Hebbert & Co., dated 14th May 1857, "that some inquiry should be made as to the partial manner in which their supplies are laid before the Board by the marine store receiver, by whose judgment they believe the Board to be influenced," *Ev. p.* 117—Statement in a letter from Messrs. Hebbert & Co., dated 14th May 1857, that opinions as to the quality of their supplies have been asked and received from the former contractors, *ib.*

If there had been a proper appeal, witness feels satisfied that the rejections of marine clothing could not have been made good, *Bischoff* 2059. 2061, 2062—Complaint that witness's firm were not allowed to give any explanation in the case of the cloth for the Marines,

MARINE CLOTHING—continued.

I. *Contract of Messrs. Hebbert & Co.*—continued.

13. General Statement and Complaint, &c.—*continued.*

Marines, as rejected at Deptford, or to appeal in any way from the inspection, *Bischoff* 2061, 2062. 2087. 2094. 2118, 2119——Care taken by witness's firm that their cloth should all be made of pure wool, as required by their contracts, *ib.* 2085, 2086. 2099——Complaint that the made-up clothing for the Marines was condemned, although the materials had passed the inspection, *ib.* 2096-2098——No reason has been assigned for the rejection of this clothing, except the general one that the quality was inferior, *ib.* 2100–2102.

Previously to the 27th April, Messrs. Hebbert & Co. had reason to believe that a subordinate at Deptford had exercised an undue influence in regard to rejections of their goods by the Board of officers; hence their wish for an interview with the Board, *Colonel Wetherall* 2803.

Every possible effort has been made by the firm to deliver articles of the proper quality. *Bischoff* 3835. 4006——Explanation relative to an undated memorandum placed by witness before Lord Goderich, which seems to have come into the possession of Mr. Grant, who erroneously speaks of it (Q. 2351) as a farther remonstrance on the part of the firm; complaint as to this having been made an official document, *ib.* 3857. 5765–5781——Stringent and unusual test applied in the inspection of the goods of the firm, *ib.* 3858——Grounds for the conclusion that the foreman of stores at Deptford does exercise a considerable influence at the inspection, *ib.* 3864-3872——Remarks on the statement that the master tailor at Deptford does not exercise any influence or interfere at the inspection, *ib.* 3883, 3884. 3929.

Cognizance generally of the firm as to their liability previously to accepting the contract; they could not, however, have anticipated such severe treatment, having never been so dealt with before, *Bischoff* 3974-3977. 3996–4001.

Witness further submits that the goods supplied by his house were equal to the patterns, *Bischoff* 4006——The firm have been treated with anything but openness and candour; they have never received any information except that conveyed in the letters from the Admiralty, *ib.* 4006–4008——The manager for the firm at Leeds was desired not to limit, for 6*d.* a yard, the price per yard of the cloth, *ib.* 4006——Witness delivers in some letters from Mr. Grant, in January, February, March and April, as completing the correspondence referred to in witness's evidence, *ib.* 4017, 4018; and *App. p.* 635, 636.

Practice in regard to the distribution of orders from time to time to the several manufacturers of the cloth required for the contract, *Addyman* 5032. 50375042. 5217–5234. 5238——Witness examined all the goods forwarded to Messrs. Hebbert, in London, and believes that they were fully equal to the pattern, *ib.* 5052–5054. 5068–5070. 5139–5144——Whether from incompetency or other causes, witness believes the inspection at Deptford to have been unfair to Messrs. Hebbert, *ib.* 5094-5119. 5267——Statement as to Mr. Smith having been shown by witness a small piece of the sealed pattern, and of the rejected black-grey cloth, and having said that the latter was the better of the two, *ib.* 5153-5160——Witness knows nothing of Mr. Smith, and does not connect him with the unfairness of the inspection, *ib.* 5159, 5160. 5265-5267——Messrs. Hebbert were doubtless aware of the great difficulty of obtaining an uniform cloth in finish and colour, *ib.* 5294–5297——Explanation as to Messrs. Hebbert having authorised witness to give an increased price to the manufacturers, in order to make certain of passing the inspection, *ib.* 5311–5317.

Grounds for the conclusion that Mr. Smith has exercised a partial or undue influence in the inspection of Messrs. Hebbert's supplies; belief that, among other things, he selects all the lighter pieces, and lays them exclusively before the Board, *Crocker* 5345–5364. 5379-5394. 5430 *et seq.*——Unfairness in testing a piece of cloth by a test of a portion cut from the fag end, *ib.* 5453-5457.

Remarks relative to a certain chemical or boiling process to which Mr. Smith subjects the cloth before the inspection, as being unfair to the contractors, *Biden* 5497-5508 5528-5536——Witness does not consider it undue influence on the part of Mr. Smith to select the light pieces for inspection, *ib.* 5505, 5506. 5538, 5539——Friendly nature of some communications between Mr. Smith and witness about the balance of Messrs. Hebbert's stock account, *ib.* 5514, 5515. 5540-5542——Unfairness of testing a piece of cloth by a test of a portion of the fag end, *ib.* 5523-5527.

Evidence in support of a statement by the firm as to the partial manner in which their goods are laid before the inspecting officers by Mr. Smith, *Bischoff* 5550–5559————Objection to the system of chemically testing the cloth as pursued by Mr. Smith; reference to his evidence hereon, *ib.* 5553–5555——Witness does not mean to impute undue influence, in the slightest degree, to the Board of inspecting officers at Deptford, *ib.* 5694.

Since the suspension of Mr. Smith, witness's firm have passed some goods of the same character as some previously rejected, and have passed some stockings which had been rejected, *Bischoff* 8141–8147.

Reports, 1857—*continued.*

MARINE CLOTHING—continued.

I. *Contract of Messrs. Hebbert & Co.*—continued.

13. General Statement and Complaint, &c.—*continued.*

Statement as to witness having offered Messrs. Hebbert & Co. to speak to Mr. Smith about using his influence to aid them in their contract, *Cross* 8495-8501. 8835-8867——In speaking to Messrs. Hebbert about Mr. Smith's influence, witness referred merely to his practice of testing the cloth by acids, and not to any corrupt influence, *ib.* 8836-8838. 8862-8867.

14. General Statement on the part of the Admiralty and Inspecting Officers:

Before the tender for marine clothing in November last, each party had, as usual, full opportunity of understanding the conditions, *Grant* 2301. 2307, 2308——An application made by Messrs. Hebbert to allow inspectors from Weedon to see the clothing before it was rejected was not complied with, *ib.* 2323, 2324——An inquiry into the whole matter of the rejections of Messrs. Hebbert's supplies was called for by Captain Milne and the superintending Lord, *ib.* 2344-2346——Letter from the Deputy Adjutant-general of Marines to witness, dated 11 May 1857, forwarding a report from the inspecting officers, and concurring therein, *ib.* 2347——Report from the committee of inspecting officers, dated 9 May 1857, in further explanation and justification of the course pursued in the rejection of the articles supplied by Messrs. Hebbert, *ib.*

Still further remonstrance made by Messrs. Hebbert in letter to witness, dated 14 May 1857, *Grant* 2348, 2349——Report by a committee of officers, dated 19 May 1857, in reply to certain statements and charges in the foregoing letter, *ib.* 2349——The Board of inspecting officers deny the accuracy of the statement that they have taken the opinion of the former contractors, *Ev. p.* 117.

Further remonstrance by Messrs. Hebbert, in a document not dated, commenting upon the decisions of the inspecting officers, and requesting that further supplies be inspected by a competent person or Board, *Grant* 2350, 2351——The fullest inquiry was made into the matter of the rejections, *ib.* 2353——Messrs. Hebbert knew beforehand that the report of the Board of marine officers was binding, *ib.* 2354——Other contractors, whose goods have been rejected, have not remonstrated in the same way as Messrs. Hebbert, *ib.* 2355, 2356.

Opinion that the decisions of the Board are quite equal to the decisions of any inspectors who might be sent from Weedon, *Grant* 2362, 2363. 2419——Composition of the Board of Inspection in the matter of Messrs. Hebbert's supplies, *ib.* 2373——The committee of inspecting officers state that they are in no way influenced by the marine store receiver, *Ev. p.* 118——Reasons why Messrs. Hebbert's application for an inspection by the officials at Weedon, or by the trade, was not granted, *Grant* 2419; *Milne* 3765-3769.

Witness was president of the committee of officers which, on the 25th April, and other occasions, reported on Messrs. Hebbert's supplies, *Stransham* 2545——Even in the case of those goods of Messrs. Hebbert which were not rejected, it was with a species of hesitation that the committee allowed them to pass, *ib.* 2548-2551——Witness was member of the committee of inspecting officers at Deptford on the 25th and 27th April, *Hopkins* 2749. 2751——As regards the chemical test by witness of the dye of the cloth supplied by Messrs. Hebbert, it did not influence the committee of officers in rejecting the cloth, *Smith* 2970, 2971. 3030-3034——Messrs. Hebbert's supplies have been judged leniently, rather than otherwise, *Smith* 2977, 2978; *Wolrige* 3433-3435.

Communications on several occasions between some of the agents of Messrs. Hebbert and witness; information given by witness on one occasion as to the strict method in which the inspection would be conducted, *Smith* 2991-3007. 3017-3019——Particulars as to witness having pointed out to Mr. Crocker, clerk of Messrs. Hebbert, the lightness of the weight of some of the cloth, as well as the badness of the colour, *ib.* 3037-3039——Explanation as to witness, when shown a small piece of the rejected cloth of Messrs. Hebbert, and a small piece of the pattern cloth, having given an opinion that the former was the better of the two, *ib.* 3054-3057.

Witness is lieutenant and quartermaster of the Woolwich division of Royal Marines; was present at the inspection of clothing at Deptford on the 13th February, the 16th of March, and the 9th and 25th April last, *Wolrige* 3076, 3077——Witness is serjeant and master tailor of Woolwich division of marines; was present at the surveys of marine clothing in February, March and April, *Watling* 3078, 3079——Patterns of the clothing are sent to witness from Deptford, which he singes and scrapes, and compares with the sealed patterns, *ib.* 3080——The cloth was weighed in witness's presence, *Wolrige* 3088-3090——The rejections were not in any way consequent upon representations by Mr. Smith, *ib.* 3099.

Delay and inconvenience as regards the completion of the marine clothing for the present year in consequence of the time taken in the inspection of the faulty articles sent in by Messrs. Hebbert, *Wolrige* 3184-3188——Previously to Messrs. Hebbert's made-up clothing being sent in, witness mentioned to them the necessity of their being equal to the pattern

MARINE CLOTHING—continued.

I. *Contract of Messrs. Hebbert & Co.*—continued.

14. General Statement on the part of the Admiralty, &c.—*continued.*

pattern, *Watling* 3463——Remarks upon the circumstance of the Board having been called upon to re-consider their decision in Messrs. Hebbert's case, *Stransham* 3545-3548. 3554-3557——In the case of 1,000 articles included in a supply by Messrs. Hebbert, 980 were accepted, though the remainder were found defective, *ib.* 3598, 3599.

Circumstance of witness having called for a general report from the inspecting officers, going minutely into the whole circumstances of the rejections under Messrs. Hebbert's contract, *Milne* 3769, 3770——The rejections under Messrs. Hebbert's contract were on broad and general grounds, and not because a small proportion of each supply was inferior, *ib.* 3774, 3775——Result of an examination by witness, agreeably to instructions from Colonel Fleming, into the quality and weight of certain of Messrs. Hebbert's supplies, *Smith* 7610, 7611——Witness repeats that his opinion or proceedings had no effect in regard to any rejection of Messrs. Hebbert's goods, *ib.* 7612-7619——Inconvenience of the frequent interruptions caused to witness's duties by the visits of agents of Messrs. Hebbert's during the period of their contract, *ib.* 7627-7631——Witness is not aware that Messrs. Hebbert & Co. have recently passed goods which had been rejected before witness was suspended, *ib.* 7765.

Witness's firm, in tendering for the contract obtained by Messrs. Hebbert, were well acquainted with the terms of the contract, *Dolan* 8046-8048——Witness's firm have not considered themselves justified in making any remonstrance against rejections or penalties, as they previously knew the terms of the contract, *ib.* 8063-8066. 8081——The firm have never been applied to for their opinion in regard to the quality of Messrs. Hebbert's supplies, *ib.* 8091-8095.

II. *Contracts, &c., generally:*

Contracts of clothing for the marines are under witness's department of the Admiralty, *Grant* 2295——Explanation of the general system of contracting for and inspecting marine clothing, *ib.* 2296. 2313 *et seq.* 2366-2373——Course pursued as regards tenders; the lowest tender is always accepted, *ib.* 2296——During the last two marine contracts the time of delivery has been extended from one to two months, *ib.* 2299, 2300——All the clothing for the marines is delivered at Deptford Yard, *ib.* 2311, 2312——Several contractors who have supplied the marines have tendered for further supplies; Messrs. Hebbert themselves have recently tendered again, *ib.* 2357-2359——Good character generally of the marine clothing, *ib.* 2374, 2375.

The marine clothing at head quarters is almost always made up in the service from materials contracted for, and the made-up clothing contracted for is sent out for foreign service, *Stransham* 2493, 2494——Superior quality required under the patterns lately adopted, *Watling* 3233-3235——Except in the case of Messrs. Hebbert's contract, witness has rarely or ever had to report against the quality of the cloth as tested by the singeing, &c., *ib.* 3272.

Made-up clothing, as examined at Deptford, is received only for the regiments abroad, the cloth not being previously examined, *Wolrige* 3411, 3412. 3426, 3427——Witness is not aware of any instance in which clothing, when passed at Deptford, has been sent back by the regiments, *ib.* 3425. 3431, 3432. 3443-3445——Belief that the Board of Admiralty do not interfere with the Marine Office in regard to the detail of the supply of clothing, *Stransham* 3519-3522——Some clothing which has passed the inspection has been returned as inferior, but on re-survey has on all occasions proved to be equal to the patterns, *ib.* 3580-3586——The Marine Office is a branch of the Admiralty, through which orders from the Admiralty reach the marine service, *Wolrige* 3613-3617.

Power of the comptroller of victualling, independently of the superintending lord, in regard to supplies of marine clothing, *Milne* 3639-3645——Practice in regard to the opening of the tenders; persons present, *ib.* 3807-3815——Appeal open to the private of a marine if his clothing be bad, *ib.* 3823——Confidence placed by the Admiralty in the officers of marines in regard to patterns, &c., *ib.* 3829-3831——Duties of the storekeeper at Deptford, independently of those performed for him by witness and others, for whose conduct he is responsible, *Smith* 7931-7969——Improved pattern for the tunic and jacket since witness's contract, *Dolan* 8049, 8050.

The inspection of the marine made-up clothing at Plymouth refers only to the fitting, *Cross* 8601-8604——Much better cloth supplied for the marines during the last few years; previously it was very inferior, *ib.* 8605-8611. 8632-8637——Dissatisfaction in the marine service in regard to the clothing made in London according to diagram, *ib.* 9065-9069.

See also *Appeal. Black-grey Cloth (Marines). Boatmen's Shirts. Bribery and undue Influence*, I. *Damaged Cloth. Deliveries by Contractor. Dolan & Co. Drummers' Caps. Duck. Hebbert & Co. Inspection*, III. IV. *Jackets (Marines). Kersey (Marine Clothing). Making up of Clothing*, 2. *Master Tailors. Measurement of Cloth. Patterns*, 2. *Red Cloth (Marines). Re-deliveries (Rejected Supplies). Rejections*, 2. *Scarlet Cloth (Marines). Surplus Materials. Trousers (Marines). Tunics (Marines). Weight of Cloth. Wetherall, Colonel. Width of Cloth.*

Reports, 1857—*continued.*

Mark-lane. The army clothing when made up is sent to the branch depôt at Mark-lane, where it is viewed and packed, *Elliott* 869. 973-976——Convenience if the Mark-lane establishment could be removed to Weedon; alteration contemplated on this point, *ib.* 870. 874. 986-988——Within the last six months or so, all clothing for the army has been despatched from Mark-lane, *Caffin* and *Ramsay* 1148-1153——Stores are not kept at Mark-lane, *Caffin* 1158——Explanation that the packing carried on by Messrs. Hayter & Howell's establishment is merely a temporary arrangement, pending the removal of the Weedon establishment to London, when the establishment at Mark-lane will be broken up altogether, *Ramsay* 1826-1844. 1849.

See also *Inspection*, II. *Packing Shirts.*

Master Tailors (*Marines*). Examination with reference to the circumstance of the master tailor at Woolwich being frequently called upon by witness to make good at his own expense damaged or inferior clothing; absence of injustice thereby, *Stransham* 2441-2450. 2507-2510. 2513-2544——Pay and perquisites of the master tailor, who is a serjeant in the corps, *ib.* 2507-2510. 2540——Expense to the soldier if the master tailor were not to undertake repairs, *ib.* 2505. 2517. 2526-2537——In the event of marine clothing being badly made up, witness requires the master tailor to make it good, but not in the event of bad wear through inferior quality, *Brown* 2742-2748——Practice in regard to witness, who is master tailor at Woolwich, being called upon to make good any defects in the making up of trousers, &c.; nominal expense on this score, *Watling* 3221-3231. 3236.

Witness is a serjeant of marines and master tailor at Plymouth; keeps a temperance hotel there, and is a dealer in cloth and clothing, *Cross* 8148-8150. 8157-8161. 8221-8223. 8251, 8252. 8518, 8519——Has been nearly sixteen years in the marines; enlisted for the express purpose of being made master tailor, *ib.* 8151-8154. 8161——Enlisted on the understanding that he was to be entitled to any surplus, and to make good any deficiency in the cloth supplied to him for making up, *ib.* 8155. 8241-8252——He does not supply any marine clothing to Government, *ib.* 8221-8225——Income of witness independently of his perquisites, *ib.* 8246-8250——The perquisites of witness amount to about 30 *s.* or 2 *l.* a week, but a measurement of thirty-seven inches to the yard in the cloth allowed for making up would increase the amount considerably, *ib.* 8719-8731.

Liability of witness to the extent of 50 *l.* in the event of loss or deficiency after the issue from the quartermaster; loss made good by him on one occasion, *Cross* 8739-8742——Amount of witness's pay and perquisites, and of his expenses, adverted to in reference to the question of placing him on a salary exclusively, *ib.* 8755-8771——Witness would prefer being placed on a fixed salary of a proper amount, *ib.* 8758. 9099——Explanation as to witness having been prevented from supplying marines at their own expense when going to sea; his articles were much better than those of Government, *ib.* 8779-8788. 8921, 8922.

Witness accepted office on the understanding that the surplus cloth was to be his perquisite, and doubts whether he would not give up the appointment if such perquisite were taken from him, *Cross* 8954-8957. 9049-9053. 9093-9098. 9107——Further evidence as to the advantages respectively of the present system of allowing the surplus cloth to the master tailor, and of a system of fixed salary without any perquisite, *ib.* 9093-9107. 9117-9119——Personal liability of the master tailor if the allowance of cloth be insufficient, *ib.* 9117-9119.

Witness considers that the system of remunerating the master tailors partly by the perquisites of the surplus cloth is very objectionable, *Austin* 9208.

See also *Inspection*, III. 5. *Measurement of Cloth.* *Surplus Materials.*

Measurement of Cloth (*Marine Clothing*):

1. *Measurement required from the Contractors.*
2. *Practice at Deptford in the event of Short or Surplus Measure.*
3. *Practice of Issue to the Master Tailors for Making-up.*
4. *Complaint by the Master Tailor at Plymouth in regard to the Measurement received by him.*
5. *Statement by the Foreman of Stores at Deptford with reference to the foregoing Complaint.*
6. *Gain to the Foreman of Stores if he gave Short Measurement to all the Master Tailors.*
7. *Measurement received by the Master Tailors at Gosport, Woolwich, and Chatham.*
8. *Absence of Official Complaint by any of the Master Tailors.*

1. *Measurement required from the Contractors:*

Statement as to Messrs. Hebbert & Co. having always sent in more than thirty-one yards and a quarter to each piece of white kersey of thirty yards, whereas they have been required by Mr. Smith to invoice it at thirty yards, *Crocker* 5361-5364. 9354-9364——Each piece of cloth is delivered at the rate of thirty-seven inches to the yard, and is so allowed to the master tailors, *ib.* 5352, 5353. 5401-5408——Except in the case of Messrs.

MEASUREMENT OF CLOTH (MARINE CLOTHING)—continued.

1. *Measurement required from the Contractors*—continued.

Messrs. Hebbert's cloth, the contractors have invariably sent in rather more than the total requirement, but the surplus has always been very small, *Smith* 7774–7779——Witness has understood for years that contracts should be fulfilled according to the custom of the wool trade, or at the rate of thirty-seven inches to the yard, *Cross* 9058–9064.

2. *Practice at Deptford in the event of Short or Surplus Measure:*

In the event of cloth, when measured by witness, being found over or under the proper quantity, the contractor is credited with the surplus or makes good the deficiency; examination hereon as to the practice of witness on such occasions, *Smith* 7734–7743. 7758–7763. 7766 *et seq.*——Rejections of cloth do not take place in consequence of deficiencies in length, *ib.* 7825, 7826.

3. *Practice of Issue to the Master Tailors for Making-up:*

The cloth is supplied to witness by the quartermaster, who receives it from the storekeeper at Deptford, *Cross* 8162–8166. 8172–8175. 8253–8257. 8673–8681——The quartermaster at Plymouth does not open the bales from Deptford, and has nothing to do with their being only thirty-six inches to the yard, *ib.* 8393–8400. 8550–8556.

Practice in regard to the receipt of cloth by the quartermasters at Plymouth, &c.; supplies are furnished by them to the master tailors out of the stores without requisition on Deptford in each case, *Langley* 9177–9193. 9183. 9192–9201.

4. *Complaint by the Master Tailor at Plymouth in regard to the Measurement received by him:*

Witness is intimate with Mr. Smith, at Deptford, and has of late had some correspondence with him about the cloth, *Cross* 8167–8171——Since witness has been in town he has had no conversation or communication with Mr. Smith, *ib.* 8198–8203——Evidence in detail and examination thereon, relative to some recent correspondence between witness and Mr. Smith with reference to the quantity and measurement of the cloth supplied to witness from Deptford; complaint more especially by witness that Mr. Smith has allowed him only thirty-six inches to the yard instead of thirty-seven inches. *ib.* 8228–8232. 8264–8283. 8290–8326. 8393–8400. 8434–8447. 8453. 8456–8469. 8682–8692. 8728. 8731. 8900–8914——Statement that a yard of cloth supplied by the contractors contains thirty-seven inches and a surplus of five per cent., whereas witness has always received barely thirty-six inches, *ib.* 8264–8269. 8326. 8335–8349. 8434–8447. 8453. 8518–8525. 8914.

The reason why witness did not write to Mr. Smith complaining of the short measure until lately, or about Christmas last, was, that the allowance for the former tunic was ample for the making-up, *Cross* 8275. 8305–8308. 8319–8325. 8456, 8457. 8686, 8687. 8692——Reason why witness mentioned the matter privately to Mr. Smith, though a subordinate at Deptford, *ib.* 8277–8279. 8292–8298. 8456, 8457. 8467–8469. 8478——Mr. Smith told witness that he had better apply to the proper authorities, and has recently stated that he would rectify any ground of complaint, *ib.* 8280–8283. 8301. 8303. 8442–8446. 8458. 8688–8691. 8905–8910——Belief that Mr. Smith, in measuring out only thirty-six inches instead of thirty-seven inches for witness (and probably for other master tailors), retained the difference as a perquisite for himself, *ib.* 8309–8329. 8350–8353. 8393–8400. 8434–8437. 8459–8466. 8540–8546. 8900–8904. 8911–8914——Probable way in which Mr. Smith may dispose of his perquisites on the cloth sent by him to the master tailors, *ib.* 8313–8317.

With regard to the white kersey, it is supplied to witness in pieces, averaging from thirty to thirty-one yards, and at the rate of thirty-six inches instead of thirty-seven inches to the yard, *Cross* 8330–8342——In complaining to Mr. Smith, witness said that he had had only purser's measurement, which was the fact, *ib.* 8440, 8441. 8451–8453——Witness has not thought it necessary to make any official complaint, *ib.* 8456–8458——Impression that Mr. Smith measures all the cloth sent to witness, *ib.* 8478——Statement of what passed at witness's interview with Messrs. Hebbert before the summons to attend the Committee, *ib.* 8501. 8828–8867——There is no fag end attached to each piece of cloth when received by witness, *ib.* 8523——The manufacturer's ticket is not attached to the cloth, *ib.* 8526.

Witness has written to Plymouth for any letters from Mr. Smith, but there are none, *Cross* 8919, 8920——Further statement as to the reason why witness did not long since complain officially about the short measurement, although he lost about 50 *l.* a year by it, *ib.* 8960–8981. 9045, 9046. 9120–9122——Witness does not actually know that Mr. Smith has profited by the short measurement, *ib.* 8981–8992. 9038. 9110, 9111——Only a small proportion of the cloth has been measured by witness, but he still feels sure that he has had only thirty-six inches to the yard, *ib.* 8993–9015. 9054–9057. 9073–9080——Circumstance of witness having about six weeks since received a piece of cloth with the manufacturer's ticket upon it; the measurement of this confirmed his previous belief, that he was entitled to thirty-six inches to the yard, *ib.* 9016–9046. 9108, 9109——Witness's workmen have no knowledge of the measurement which he receives, *ib.* 9047, 9048.

Reports, 1857—*continued.*

Measurement of Cloth (Marine Clothing)—continued.

5. *Statement by the Foreman of Stores at Deptford with reference to the foregoing Complaint:*

Reference to one or two mistakes in the quantity of cloth sent from Deptford to Mr. Cross, which were afterwards rectified, *Smith* 7697–7699——Examination on the subject of some recent correspondence between Mr. Cross and witness relative to some cloth supplied to Mr. Cross which he said was insufficient or short in measure, *ib.* 7709, 7710. 7723, 7724. 7730. 7790. 7872, 7873. 7875. 7885–7890——In the measurement of the cloth before transmission to the master tailors, witness has always been guided by the approved scales of diagrams, and knows nothing about the supply being in excess, *ib.* 7720, 7721. 7743. 7755 *et seq.*——The measurement by witness, as well as by the contractors, is at the rate of thirty-seven inches to the yard, *ib.* 7790, 7791. 7816–7819. 7884——Check upon the delivery by witness of fraudulent measurements to the master tailors, 7798–7809. 7874–7881.

Every piece of cloth is measured by witness; particulars hereon. *Smith* 7874–7884. 7907–7919. 9251–9254——Witness measures every piece of cloth with an ordinary yard measure; he has sometimes measured 8,000 yards, *ib.* 7907–7916——Demand upon witness's time in consequence of his heavy duties occasionally in measuring the cloth, &c., *ib.* 7908–7925.

Further statement in regard to the nature of the correspondence between Mr. Cross and witness, relative to the complaint of the former about deficiencies in the quantities of cloth forwarded from Deptford, *Smith* 9210 *et seq.*——Complaint by Mr. Cross in regard to the scale of diagrams, *ib.* 9213. 9216. 9219. 9220. 9232. 9235——Witness cannot find any of Mr. Cross's letters; being private he has not preserved them, *ib.* 9214, 9215. 9226–9230——Mr. Cross did not directly complain that he had had only "purser's measurement," or thirty-six inches to the yard instead of thirty-seven inches, but spoke of the custom of the woollen trade, in which thirty-seven inches are allowed, *ib.* 9216. 9222. 9231, 9232. 9235. 9302——Witness asserts that Mr. Cross has always had thirty-seven inches to the yard, *ib.* 9216. 9221, 9222. 9250.

Explanation as to witness having told Mr. Cross about six weeks ago, that if there was anything wrong in the quantity supplied he would correct it; he has not since heard from Mr. Cross, *Smith* 9217, 9218. 9231——Witness told Mr. Cross that any complaint about the diagrams should be made to the higher authorities, *ib.* 9219, 9220. 9233, 9234——Examination as to witness not sending with the cloth transmitted from Deptford, the manufacturer's ticket attached to the pieces of cloth, showing the measurement delivered by the contractor, *ib.* 9236–9249. 9255–9301. 9327–9339——Probable cause of the inaccurate statements made by Mr. Cross against witness; explanation hereon as to witness having written to him in a friendly manner about six weeks ago, *ib.* 9305–9322——The men under witness at Deptford have frequently seen him measure the cloth, and can testify as to his having allowed thirty-seven inches to the yard, *ib.* 9323–9326.

6. *Gain to the Foreman of Stores if he gave Short Measurement to all the Master Tailors:*

If Mr. Smith sends only thirty-six inches to the yard to the four master tailors, there is a gain to him, or some one else, of about 32,000 inches yearly, *Cross* 9112–9116.

7. *Measurement received by the Master Tailors at Gosport, Woolwich, and Chatham:*

Witness, as instructed, has written within the last few days for a careful and impartial return of the measurement of six bales of red cloth, taken promiscuously from the quartermaster's stores at Gosport, Woolwich, Chatham and Plymouth; copy of the letter, dated 18th August; *Langley* 9125–9127. 9190——Returns have been received from Gosport, Woolwich, and Chatham, *ib.* 9128, 9129——Explanation of the result shown by these returns; measurement at the rate of more than thirty-six inches to the yard in each case, *ib.* 9131 *et seq.*

Witness, who is master tailor of the Chatham division of the marines, has rarely measured any of the cloth supplied to him from Deptford for making up, but has always concluded that proper measurement, that is, at the rate of thirty-seven inches to the yard, was supplied, *Austin* 9202–9209.

8. *Absence of Official Complaint by any of the Master Tailors:*

It is well understood by the master tailors, that the materials for making up are calculated at the rate of thirty-seven inches to the yard, *Langley* 9165, 9166. 9170, 9171——The master tailors have never made any official complaint of short measurement, *ib.* 9172–9176.——*See* also *Surplus Materials.*

Military Train. As regards the clothing recently supplied to the Military Train, the tunics are very good in quality, but the overalls have been complained of in several instances; one pair has worn through in a month, *M'Murdo* 2253–2282——The pattern of the overalls was in the first instance shown to witness and approved of by him, but there has been no pattern sent with the clothing when forwarded to the battalions, *ib.* 2272–2274.

Reports, 1857—*continued.*

Military Train—continued.

2274. 2283-2287. 2290-2292——The wear to which the overalls are subjected is very great indeed, *M'Murdo* 2289. 2293.

Existing contract prices for clothing materials for all ranks of the Military Train, *App. p.* 582.

Militia. There has been no complaint in regard to the clothing supplied by Messrs. Hebbert to the militia, *Crocker* 1983-1987——Satisfaction given by the supply of clothing furnished by witness's house to the militia in 1854, by the order of the colonels, *Bischoff* 2142-2145.

Milne, Captain Alexander, R. N. (Analysis of his Evidence.)—Has been superintending lord of the Store and Victualling Department during the nine and a half years that he has been a member of the Board of Admiralty, 3600-3602——Will ascertain for the Committee from what department of the Admiralty a certain letter, dated 17th December last, emanated, 3603, 3604.

[Second Examination.]—Produces the letter of 17th December; it is from the Comptroller of Victualling to the Deputy Adjutant-general of Marines, and contains instructions as to the course to be pursued by the committee of inspecting officers in the event of unfit articles being tendered for delivery by the contractors, 3637——Does not consider that this letter altered in any way the regulations previously in force in regard to the power of the inspecting officers to make selections from any supply a portion only of which might be defective, 3638. 3663-3666.

Power of the comptroller of victualling, independently of the superintending lord, in regard to supplies of marine clothing, 3639-3645——Duty of the inspecting officers, previously as well as subsequently to the letter of December 1856, to reject any mixed supply which comprised a portion of inferior articles, 3646 *et seq.*——Discretion in the inspecting officers to pass any supply in which the per-centage of defective articles might be very small, 3650-3653. 3659. 3738, 3739——Instructions issued in 1833, whereby the duties of the committee of officers are defined, 3654-3660——The articles in the contract are considered as a guide for the committee, 3661, 3662. 3689.

Objections to an examination of each individual article; impracticability of such examination, 3666. 3669. 3708. 3711, 3712. 3734-3737——Sufficiency of the present examination of an average of the deliveries, 3666-3669. 3731-3733—— Power of the committee of officers to make reports to the Admiralty with a view to the acceptance of supplies, only a very small proportion of which might be defective, 3672, 3673. 3738, 3739——Inexpediency of a system of selection in the case of cloth and other materials for 1,000 tunics; confusion which would ensue, 3690-3710.

Penalty of 10 *l.* for rejection of supplies under Messrs. Hebbert's contract, 3713. 3728-3730. 3760——Heavy penalty involved in the rejection itself in proportion to the extent of the supplies, 3714-3720——Opinion that the penalty involved in rejection and the nature of the inspection have not deterred contractors from tendering, 3721-3725. 3824, 3825——Circumstance of Messrs. Hebbert having recently tendered for a new contract, under conditions similar to those in their former contract, 3726, 3727. 3819-3822——Reason for the refusal of Messrs. Hebbert's application in January for an extension of time under the contract, 3741——The rejections in February were for want of quality, colour, and weight, *ib.*

Statement as to witness having, contrary to Mr. Grant's recommendation, procured a re-consideration of Messrs. Hebbert's case after the rejections, which ended in their being allowed to send in twenty sets as samples, 3742, 3743——Other instances besides the foregoing in which the Admiralty have practically granted an appeal, or have permitted departure from the system of penalties, 3744-3752——Unfavourable result of the inspection of the twenty sets referred to, 3753-3758——On the rejection of the twenty sets the required articles were purchased from other parties, an extra month having been given to Messrs. Hebbert before such course was adopted, 3754-3757.

Reason for the refusal of Messrs. Hebbert's application to be released from the contract, 3759——Subsequently to February last the 10 *l.* penalty has been altered to a penalty of five per cent. upon the value of the rejected articles, 3760——There is no condition that the contractor must be a manufacturer, 3761——Reasons for the refusal of Messrs. Hebbert's application that their goods might be re-examined by persons selected from the trade, or by the inspectors at Weedon, 3765-3769——Objections generally to any power of appeal from the decisions of the inspecting officers, 3766-3768. 3776. 3816-3818.

Circumstance of witness having called for a general report from the inspecting officers, going minutely into the whole circumstances of the rejections under Messrs. Hebbert's contract, 3769, 3770—— Injustice if Messrs. Hebbert's tender had been refused, it being the lowest, 3770——Objection to the presence of contractors at the inspections, 3771——In consequence of the difference of opinion relative to the letter of 17th December, witness will see that fresh instructions are issued, 3772, 3773—— The rejections under

Reports, 1857—*continued.*

Milne, Captain Alexander, R. N. (Analysis of his Evidence)—*continued.*

Messrs. Hebbert's contract were on broad and general grounds, and not because a small proportion of each supply was inferior, 3774, 3775.

System of open tender pursued by the Admiralty; approval thereof, 3777-3780——Occasional departure from the practice of accepting the lowest tender, 3779-3786. 3790, 3791. 3803-3805——Necessity of different systems of contract in the public service, 3795-3797——Form of contract some years ago for the clothing of the dockyard battalion, 3798-3802.

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[Third Examination.]—Reference to an Admiralty Order of 27th August 1851, as effecting a change in the system of custody and inspection of patterns of marine clothing; the change has worked well, 4353. 4356——Further opinion that the letter of 17th December 1856 did not take away the power of selection previously held by the inspecting officers, 4357, 4358.

N.

Necessaries (Army Clothing). Recruits are now furnished with regimental necessaries as part of the free kit, and the old soldiers purchase their own necessaries, *Ramsay* 206-212——Practice in regard to the supply of barrack stores or necessaries, *Caffin* 1238-1244——Evidence in explanation and approval of the present system of supplying recruits with necessaries, *ib.* 1293-1310——Advantage in the supply of necessaries being transferred from colonels to the Government, *ib.* 1298-1310.

Illustration of witness's objection to the local purchase by barrack-masters or quartermasters of all necessaries, *Caffin* 1327-1329——Practice in Ireland as to the purchase of certain small necessaries, *ib.* 1327. 1330——Practice in the event of lost or worn-out necessaries at Aldershot, *ib.* 1331-1333.

Warrant dated 22 January 1856, with reference to the necessaries to be provided for the recruit at the public expense, *App. p.* 482——List of articles of necessaries to be provided for the recruit in the different branches of the service, *ib.* 482-484——Regulations in regard to the provision, &c., of necessaries, *ib.* 570-576.

O.

Official List of Contractors. Contracts for army clothing are not put up to general competition, but such matters depend entirely on the director of contracts, *Ramsay* 203-205——Instances have occurred of contractors being struck off the list for defective supplies, *Elliott* 920, 921——Care taken in placing contractors on the official list, *Gwyn* 2200——Tenders for cloth are confined as much as possible to the best manufacturers, *ib.* 2192. 2200.

Off-reckonings. See *Army Clothing.*

Open Tender. Under the new system of tender, witness's firm has never tendered for the supply of articles to the army clothing department, *Cater* 1710-1712——The name of the firm is on the official list, and the firm receives tenders probably in the same way as other houses, *ib.* 1712-1724——Grounds of witness's objection to tender under the present system; letters thereon from the firm to Mr. Howell, in 1856, condemnatory of the system of open trade, *ib.* 1725-1730. 1733. 1753 *et seq.*, and *App. p.* 599.

System of open tender pursued by the Admiralty; approval thereof, *Milne* 3777-3780——Necessity of different systems of contract in the public service, *ib.* 3795-3797.

Question as to the policy of the system of open tender and strict inspection, instead of the system of direct purchase from the manufacturers, *Clarkson* 4539-4556; *Addyman* 5075-5093. 5259-5264.

See also *Official List of Contractors.*

Oxford Grey Cloth. See *Black-grey Cloth.*

P.

Packing. Temporary arrangement under which the packing of the army clothing is done at Mark-lane, *Elliott* 973, 974. 984-988——Responsibility of witness in regard to the packing at Mark-lane, *ib.* 976——Very trifling injury through defective package at Mark-lane, *ib.* 980, 981——All the clothing formerly supplied by the colonels is for the present packed at Mark-lane, *Ramsay* 1830, 1831.

Memoranda,

Reports, 1857—*continued.*

Packing—continued.

Memoranda, showing the expense at which the army clothing can be packed at Weedon, and the data upon which the estimate is founded, *App. p.* 498, 499.

Total of 15,301 bales packed at Weedon from the 5th March 1856 to 25th May 1857, *App. p.* 499.

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PATTERNS:

1. *Army Clothing.*
2. *Marine Clothing.*

1. *Army Clothing:*

Duties of witness in regard to patterns, *Sir T. Troubridge* 3-7. 31-38. 53——Explanation relative to the sealed patterns, and the process of deciding upon them; they are all sent to witness's office, *Ramsay* 373-378. 666, 667——Patterns are submitted by Sir Thomas Troubridge or witness to the Commander-in-Chief for his approval, but the option of adopting them rests with the Secretary of State for War, who considers the expense, and lays them before the Queen for approval, *Sir G. A. Wetherall* 670-675. 703-708——Witness delivers in a set of all the patterns used at Weedon, *Ramsay* 1125.

Previously to cloth patterns or samples being sealed, they have of late come under witness's inspection; several have in consequence been rejected, *Hebdon* 1502-1505. 1512-1515. 1521, 1522——Advantage if all patterns were sent to the inspectors at Weedon before being sealed, *ib.* 1597, 1598. 1600——Further statement as to all new patterns of cloths being submitted to the inspectors before being sealed, there being, however, some patterns in use which have not been so submitted; the inspectors report their opinion to the superintendent, *ib.* 1601-1616.

Practice now adopted in regard to the inspection at Weedon of patterns of cloth before they are sealed; approval of this practice, *Elliott* 1691-1693. 1699-1707——The patterns and specifications are in the hands of the director of army clothing, the director of contracts merely referring the contractors to them, *Gwyn* 2168-2174.

Regulation that sealed patterns of each article of clothing, &c., be sent to the head quarters of regiments and depôts, *App. p.* 550. 555. 569——Regulation that the standard patterns shall be deposited at the War Office, *ib.* 556.

2. *Marine Clothing:*

Way in which the patterns of marine clothing are decided upon, *Grant* 2376——Responsibility of witness for the safe keeping of the patterns, *Smith* 3020——Reference to an Admiralty Order of 27th August 1851, as effecting a change in the system of custody and inspection of patterns of marine clothing; the change has worked well, *Milne* 4353. 4356.

Payment of Contractors. Cloth and clothing are each paid for thirty days after delivery, *Ramsay* 110, 111. 213; *Hoile* 505, 506——Advantage of the system of ready money payments, rather than of deferring payment until the wear has been tested, *Ramsay* 115-119——Objection to a system of withholding ten per cent. of the contract money until the wear of the articles has been tested, *ib.* 1939-1941.

The terms of payment are better under the present than the old system, *Bischoff* 2061. 2067-2069——Approval of withholding from the contractor ten per cent. of the money until the wear has been tested, *ib.* 2076-2078.

Form of certificate for stores received and inspected, upon which payment is made, *App. p.* 495.

Penalties. The contractor for army clothing is liable to a fine and to the return of his goods if they are discovered to be defective before they are paid for, *Ramsay* 120-123. 145——The only penalty formerly was that of re-supply, or, in the event of a refusal to provide a fresh supply, loss of reputation, *Cater* 1741. 1746-1750. 1776-1790——Witness objects to any pecuniary penalties as at present, *ib.* 1771-1776——Under the system of supply through the colonels, whenever the Board of General Officers condemned the clothing, or when it did not wear well, the contractor made it good, *Bischoff* 2060. 2075. 2113-2117.

Heavy penalty involved, under the system of marine contracts, in the rejection itself, in proportion to the extent of the supplies, *Milne* 3714-3720——Opinion that the penalty involved and the nature of the inspection have not deterred contractors from tendering for marine clothing, *ib.* 3721-3725. 3824, 3825.

See also *Marine Clothing*, I. 11.

Pollard & Co. Satisfaction given by Messrs. Pollard in their contracts; probable cause of the failure of their contract for cloth in 1856, *Gwyn* 2181-2188.

Existing contracts for cloth held by Messrs. Pollard & Co., *App. p.* 586.

Prices. Impolicy of tendering for price rather than for quality, *Sir G. A. Wetherall* 825–827; *Stransham* 3506–3518. 3530–3532. 3541–3544——As regards the prices of the clothing when supplied respectively to the colonels and to the Ordnance or War Department, witness objects to furnishing an estimate of the price at which his firm would supply the new pattern clothing, if such price is to be made public, *Bischoff* 2054–2056——Enhancement of price in consequence of the risk in passing the inspection, *Addyman* 5082. 5094——Bad policy of Government to buy inferior goods at a low price, *ib.* 5321–5325.

Return of the prices paid for various articles of clothing supplied to the different branches of the army, the colonial corps, &c. &c., for the year 1854-55, *App. p.* 500–504.

Particulars as to the prices for materials under existing contracts, *App. p.* 577–588.

See also *Army Clothing.* *Marine Clothing*, I. 12. *Red Cloth* (*Marines*). *Tunics.*

Private Trade. Much more satisfactory practice in the case of goods made by witness for merchants than for Government, *Turner* 4108. 4131, 4132. 4151–4170——More profitable character of the private goods trade than of the army goods trade, *Addyman* 5304–5310.

Protection of Witnesses. Resolution come to by the Committee with a view to the protection of witnesses for any evidence which they may give, *Rep. p.* iii.

Purchase on Commission. Instances of satisfactory purchase direct from mercantile or commission houses when the goods have been urgently required, *Gwyn* 2213–2217——Approval of the system of ordering directly from large and respectable firms, without competition in price, and paying them a small commission, *Clarkson* 4539–4556.

Q.

Quality. Security for goodness in quality in the system of not re-employing any contractor for army clothing whose supply proves defective after he has been paid, *Ramsay* 113. 142–155. 168–171——It is hardly possible that the clothing for a whole regiment should turn out bad, *ib.* 230, 231——Advantage in looking to good quality rather than cheapness, *Sir G. A. Wetherall* 825–827; *Stransham* 3506–3518. 3530–3532. 3541–3544; *Addyman* 5321–5325.

The only complaint made to witness under the new system has been in the case of the 71st Regiment at Malta, *Caffin* 1155, 1156. 1208. 1225–1232——The complaint from Malta referred to the quality of the supply, the colonel of the regiment stating that the clothing shrunk when dipped in water, *ib.* 1208–1217. 1220–1223——Clothing made from the same cloth has been favourably reported on by other colonels, *ib.* 1215, 1216——Witness examined the cloth sent to the 71st Regiment at Malta; it was of equal texture to the cloth supplied to the rest of the army, *Hebdon* 1617–1619——The cloth sent to Malta was not saturated in order to prevent its shrinking, *ib.* 1631–1633.

See also *Army Clothing.* *Boots.* *Compensation.* *Inspection.* *Marine Clothing.* *Rejections.* *Test of Quality.*

R.

Ramsay, George Dalhousie. (Analysis of his Evidence.)—Assistant-director of army stores and clothing; was appointed on 1st February last, 75. 310–315——When supplies are required, witness receives instructions from the Secretary of State for War, and makes requisition on the director of contracts, 76–80——Consideration of the practice in the event of dispute with the contractor as to quality, &c.; approval of the present appeal to the Secretary of State rather than to a board of arbitrators, as in France, 81–105——Since witness has been in office there has been no authenticated case of a viewer being bribed, 106, 107.

The director of contracts sees that the contractor is provided with sureties, 108——Cloth and clothing are each paid for thirty days after delivery, 110, 111. 213——Recent invention at Weedon by which it is stated that shoddy in cloth can be detected, 112–114. 232——Security for the goodness of quality in the system of not re-employing any contractor whose supply proves defective after he has been paid, 113. 142–155. 168–171——Advantage of the system of ready-money payments rather than of deferring payment until the wear has been tested, 115–119.

The contractor is liable to a fine, and to the return of his goods, if they are discovered to be defective before they are paid for, 120–123. 145——There is a large stock on hand of bearskin caps, 124, 125——There have been no alterations lately in the great-coats; there is a large supply in store, 127–132——There is more cloth, and of improved quality, in the tunic than in the old coatee, 133–137. 257–262——The price of the tunic is now 21 *s.* 10 *d.*; that of the coatee was 1 *l.*; 138–141. 263.

Ramsay, George Dalhousie. (Analysis of his Evidence)—*continued.*

The cloth bears the contractor's seal, so as to trace it in the event of complaint, 151-153——Any inspector or viewer passing inferior cloth would be dismissed, 157-162. 233-235——Duty of witness to superintend the issues or distribution, 163, 164——Favourable working generally of the new system of army clothing, 172-174——Every purchase is now necessarily made through the director of contracts, 175-177.

In contracting for boots no price is fixed by the contract department, 178, 179——The tunic of the old and inferior cloth cost 15 *s.* 5 *d.*; 180, 181——Considerable reduction in the price of shakos since they have been obtained by the contract department; the quality is just as good, 182-188——Explanation with reference to the transmission from Ireland to Weedon, and back again, of the clothing made up in Ireland, 190-202——The clothing and store departments were amalgamated on the 1st of February last, 193——The clothing depôt at Weedon is to be abolished next year, when the only main depôt is to be in London, 199——Government bear the expense of transmitting the clothing from the depôt, 200, 201.

Contracts for clothing are not put up to general competition; but such matter depends entirely on the director of contracts, 203-205——Recruits are now furnished with regimental necessaries as part of the free kit, and the old soldiers purchase their own necessaries, 206-212——In future the clothier will be furnished with the trimmings as well as the cloth, 214——Buttons are obtained by special contract, 215——System of examination and report by a Board of officers when the clothing is sent to the regiment, 216, 217——System of compensation to the soldier in the event of the clothing wearing badly, 218-228.

The cloth now supplied is the same as drummers' cloth, 229——It is hardly possible that the clothing for a whole regiment should turn out bad, 230, 231——Intention that the Guards, Artillery, and Cavalry should make up their own clothing; particulars hereon with reference more especially to the Artillery, 236-252——The cap for the Artillery lasts four years, 254, 255——The quality of the Artillery cloth has been improved, 256.

As a rule, contractors are not allowed to be present when the goods are inspected, 268-272——There is now a contract with one person for 60,000 yards of cloth, 277-279——Approval of the system of contracting separately for the cloth, the trimmings, and the making-up, rather than of contracting directly for the made-up article, 280-287——Statement relative to the inferior clothing supplied to the Land Transport Corps; the colonel, rather than the contractor, was to blame, 288-303.

Explanation as to the issue this year of trousers for the line which may prove comparatively inferior, 304, 305——There is a large supply of accoutrements in store, 308——There is also a considerable store of boots and great coats, but of other articles only a year's consumption, 316-319——Explanation relative to the large supply of saddlery in store; this is in consequence of the termination of the war, 320-333. 339-343——Alteration in the pattern and materials of the cavalry saddle, 325-328. 339, 340——The saddlery supplied to the German Legion at Shorncliffe was very bad, and the contractor was struck off the list, 335-338. 348.

Difficulty in examining saddles; the best system is to employ the first makers, 344-347. 352-355——In future, the Cavalry saddles will be supplied by contract, 349-351——Government intends to keep a stock of seasoned saddle-trees, 355——Further reference to the favourable working of the new system of clothing; considerable saving to the public thereby, 359-372——Explanation relative to the sealed patterns; they are all sent to witness's office, 373-378.

[Second Examination.]—The old pattern boot was doubtless defective, 659——The sealed pattern is not to be a guide as to the quality of the material, 660——A pair of boots lasts about six months, 661, 662——Option of the soldier in regard to supplying himself with boots from the quartermaster's stores, 663-665——Further statement as to the process in deciding upon sealed patterns, 666, 667.

[Third Examination.]—Return delivered in of the new clothing warrant, 1118——Return stating the difference in price and quality of the present supply in comparison with the old supply, with respect to the cap, coat, trousers and boots, 1118——Warrant abolishing the bounty, and giving a fixed bounty and a free kit, 1119, 1120——Return embracing the whole of the expenses of the Government establishment, &c. with respect to army clothing, 1120, 1121.

Witness also delivers in sundry other returns relative to the clothing, and to the difference between the old and new systems of supply, 1121. 1125——Also a return of the contracts and of the prices, 1121——Also a copy of the specifications for boots, 1121——Also a set of all the patterns used at Weedon, 1125.

Explanation as to the course pursued with reference to a recent complaint on the part of the seventy-first regiment, now at Malta, relative to the clothing under the new system, 1126, 1127—— Statement to the effect that the soldier has at least as good an appeal and equal security in regard to the clothing under the new system as under the system of supply by the colonels, 1128-1132.

Reports, 1857—*continued.*

Ramsay, George Dalhousie. (Analysis of his Evidence)—*continued.*

[Third Examination.]—Explanation that the packing, as carried on by Messrs. Hayter & Howell's establishment, is merely a temporary arrangement pending the removal of the Weedon establishment to London, when the establishment at Mark-lane will be abolished altogether, 1826–1844. 1849——Additional buildings are to be erected in London, the space at the Tower being insufficient for storing and shipping all the clothing, 1828. 1833–1839——The made-up clothing is now all delivered at Mark-lane, and shipped where it is packed, 1841.

With reference to some boots shown to witness, and said to have been issued to the Grenadier Guards, and rejected by them, he doubts whether such boots were ever issued from Weedon at all, 1845, 1846. 1858——Impression that in the case of some experimental metallic peg boots which have not worn well, 5 *s.* 6 *d.* per pair has been allowed for repairs, the materials still being good, 1847, 1848. 1850–1856——The metallic peg boots were a portion of a supply of 50,000 pairs of boots ordered by Lord Panmure, with a view to the adoption of a standard boot, 1852——Any loss on boots which have passed the inspection must fall on Government, 1857.

[Fourth Examination.]—Witness denies most unequivocally and indignantly the accuracy of statements in the evidence of Mr. Le Pine and Mr. Ludlow as to his being open to bribery, 7665——He reads a letter prepared by him, and addressed to the Chairman of the Committee, requesting an investigation into the charges in question, with a view to his exoneration in the report of the Committee from imputations of so calumnious a nature, *ib.*

Re-appointment of Committee. Recommendation that the Committee be re-appointed, *Rep. p.* iii.

Receipt of Tenders. Sufficient time generally given to distant contractors to send in their tenders, except in the case of some tenders sent to Dublin, *Gwyn* 2206–2212——Instructions have been given that the time for receiving back tenders is not to be curtailed so much as it has been, *ib.* 2211, 2212.

Reckless Trading. Objection to the present system of competition for the supply of army clothing, as encouraging reckless trading; way in which it does so, *Cater* 1754–1769. 1802–1824.

Recruits. Regulations in regard to the supply of clothing and necessaries to recruits, *App. p.* 555–557. 570–575.

Red Cloth (*Army*). The cloth now supplied to the privates is the same as drummers' cloth, *Ramsay* 229——The old line cloth was from 5 *s.* 6 *d.* to 5 *s.* 8 *d.* a yard; the present cloth is about 9 *s.* a yard, *ib.* 257.

Particulars of the quantities of red cloth inspected at Weedon, and of the quantities approved and rejected, *App. p.* 479–481.

Return of existing contracts for the supply of drummers' red cloth, *App. p.* 586.

See also *Tunics* (*Army*).

Red Cloth (*Marines*). Rejection by the inspecting officers at Deptford of red cloth supplied by Messrs. Hebbert & Co. for marine tunics; causes assigned, *Ev. p.* 107–110. 112, 113——The privates' red cloth, inspected on the 13th February, was rejected as not being equal to the pattern in quality or colour, and because one-third of the pieces were under weight, *Wolrige* 3081–3087.

Witness furnishes the Committee with a pattern of the cloth rejected on the 13th February, *Bischoff* 3475. 3480–3482.

Witness has made about 7,000 yards of privates' red cloth for the marines for Messrs. Hebbert, in accordance with a given pattern, *Wright* 4584–4588——The supply was fully up to the pattern, *ib.* 4589. 4677——Witness has made red cloth for the army for about thirty years, *ib.* 4590, 4591——The price for Messrs. Hebbert's supply was tendered by witness, and was such as to admit of the cloth being honestly and fairly furnished, *ib.* 4592. 4665–4668. 4681, 4682——Witness was informed by Mr. Addyman that the rejection of some of the red cloth was on the score of quality alone, *ib.* 4593–4597. 4646–4654——Witness was not responsible for the colour, as the cloth was furnished undressed, *ib.* 4596. 4598–4601. 4659–4661.

Examination of the cloth before reception by Messrs. Hebbert, with whom all the dyeing rests; hence no claim has been made upon witness to take back any rejected at Deptford, *Wright* 4602–4608. 4633. 4655. 4663. 4678, 4679——Means for identifying the cloth, though dyed, after leaving witness's hands, *ib.* 4623–4631——Particulars relative to a further supply of red cloth ordered of witness beyond the 7,000 yards; increased price given in order to make it better than the pattern, *ib.* 4634–4645. 4669–4688——Satisfaction of witness with the examination of the cloth by Messrs. Hebbert, who need not accept it unless approved of, *ib.* 4690–4699.

Witness

Red Cloth (*Marines*)—continued.

Witness arranged to supply Messrs. Hebbert & Co. with about 6,000 yards of red cloth, according to a given pattern; produces the order, dated 2 December 1856, *Walker* 4721-4723. 4750-4754——Named his own price, which he considered was such as to admit of fair and honest dealing in the matter, *ib.* 4724, 4725——He heard, through Messrs. Hebbert, that the cloth was rejected at Deptford, and that some of the pieces were light, *ib.* 4726, 4727. 4761-4765. 4786-4796——Witness delivers the cloth undyed to Messrs. Hebbert, and is not responsible for any defect in the colour, *ib.* 4728, 4729. 4766, 4767. 4797——For about seventeen years witness supplied Mr. Purchon, of Leeds, with cloth, similar to that in question, and had only six pieces returned during that time, *ib.* 4730-4735.

Belief that practical men would not have rejected the cloth which was rejected at Deptford, *Walker* 4746-4749——Statement as to witness having taken a second order from Messrs. Hebbert, in April, at an increased price of sixpence a yard; this is to be better than the pattern, *ib.* 4757-4760. 4776-4785. 4798, 4799——Examination to which the cloth was submitted by Messrs. Hebbert; it having been accepted by them, and having been equal to the pattern, witness could not subsequently be asked to take it back, *ib.* 4766-4775——Witness is positive that the first supply was equal to the pattern, *ib.* 4769. 4775. 4798, 4799——Quantity of wool in each yard of the cloth, *ib.* 4803.

Reference to the date and extent of the order for red cloth, as delivered on the 25th April, *Bishop* 5235, 5236——Mr. Walker and Mr. Wright are still supplying red cloth to Messrs. Hebbert under the contract, *Addyman* 5230-5234——The red cloth for the marines is identical with that for the line, *Dolan* 8007——The pattern red cloth for the marines is not, as stated by Mr. Dolan, similar to the Weedon pattern cloth, *Crocker* 9350-9352.

See also *Dye or Colour of Cloth.* *Marine Clothing.* *Tunics* (*Marines*).

Re-deliveries (*Rejected Supplies*). There are no known instances of cloth rejected on one occasion by witness having been subsequently received, *Hoile* 449, 450. 499, 500——Belief as to rejected cloth being sometimes sent in a second time by contractors and again rejected; question as to the propriety of again employing these firms, *ib.* 462-484. 492-494. 513-518——Statement as to rejected boots being sometimes sent in a second time, and again rejected, without the contractor being struck off the list, *Folker* 609-617. 622.

Explanation that there has never been an authenticated case of a contractor sending in articles before rejected; evidence of Mr. Hoile adverted to hereon, *Elliott* 1085. 1095-1097——Mr. Hoile merely suspected that rejected articles had been again sent in; he could not prove any case, *ib.* 1085. 1095-1097.

Cloth not properly finished is allowed to be sent in a second time, *Hebdon* 1485. 1577, 1578——Impression that cloth rejected on account of bad quality has sometimes been re-furnished, *ib.* 1486-1490——Question as to the practicability or expediency of marking bad cloth, in order to prevent its being sent in a second time, *ib.* 1491-1500.

Ground for the statement that some red cloth supplied by Messrs. Hebbert & Co., which had met with rejection in the piece, had been submitted again in made-up tunics, *Stransham* 2552, 2553. 2556-2560; *Wolrige* 3134-3136——How far the contractor can be blamed for sending in the same cloth a second time when the deficiency in the weight of the several pieces has not been pointed out, *Wolrige* 3273-3285. 3334-3345.

Denial that any cloth supplied by Messrs. Hebbert & Co., and rejected in the piece, had again been supplied in made-up tunics, *Bischoff* 3835. 3858; *Biden* 5116, 5117.

Witness's firm has had large contracts with Government, and has constantly sent in rejected goods a second time, after putting them to rights, *Bryan* 6221-6225.

Regimental Boards. See *Inspection*, V. VI.

Rejections:

1. *Weedon.*
2. *Deptford.*
3. *Generally.*

1. *Weedon:*

Out of 1,072,875 yards inspected at Weedon since 1855, the total number of yards rejected have amounted to 183,497, *Hoile* 410-416. 436-442——The reasons for rejecting the cloth are always assigned in witness's report, and are given to the contractor if he demurs to the rejection, *ib.* 430-435——The inferiority of a very small portion would not cause the rejection of the whole, *ib.* 495——If there were twenty or thirty pieces bad out of a hundred pieces, the whole delivery would be rejected, *ib.* 495. 497.

Ample record kept in witness's office of rejections, *Elliott* 915-918——The cause of rejection is generally stated to the contractor, *ib.* 1014——Statement as to the rejected articles not being marked so as to admit of identification; advantage if they were marked, *ib.* 1085. 1088. 1091, 1092. 1097-1099.

Reports, 1857—*continued.*

REJECTIONS—continued.

1. *Weedon*—continued.

Explanation relative to several large quantities of cloth, as supplied by different contractors, which were rejected at Weedon in 1856 by witness and the inspector from Woolwich; part taken by the chief inspector in these rejections, *Hebdon* 1429–1478. 1536–1538——Witness is not aware of any complaints by contractors in regard to his rejections, *ib.* 1479, 1480——Witness has never been called upon by the chief inspector to re-inspect cloth rejected for bad quality, *ib.* 1571–1576.

Particulars showing the quantities of cloth, &c., inspected at Weedon, and the quantities approved and rejected, *App. p.* 479–481.

2. *Deptford:*

If the goods when delivered at Deptford are rejected, they are required to be removed in fourteen days, *Grant* 2298——Except in the case of Messrs. Hebbert, the clothing for the marines has never been condemned *en masse*, but there have been partial rejections and consequent penalties, *ib.* 2378–2380——The reasons for rejecting the supplies are forwarded to the contractors, *ib.* 2406.

It depends upon circumstances whether the committee of inspecting officers reject or receive pieces of cloth which are but slightly deficient in weight, or the deficiency in which is, on the aggregate, made up by overweight in other pieces, *Smith* 3040, 3041. 3052. 3059——Examination as to the practice of rejecting supplies of any article in the aggregate for short weight, even though the greater part of such supplies may be of the proper weight or even over weight, and may counterbalance the deficiency of weight in the smaller portion, *Wolrige* 3264–3271. 3273 *et seq.*——Data and instructions upon which witness considers it his duty to reject supplies in the aggregate, on account of a partial deficiency of weight, *ib.* 3265–3271. 3288 *et seq.*

Belief that the committee have invariably rejected supplies in the aggregate when a part only has been short of weight, *Wolrige* 3349–3357. 3366, 3367——If out of 1,000 tunics 700 were good, and 300 bad, the whole would be rejected, *ib.* 3369. 3395–3399. 3611, 3612——The rejection of supplies in the aggregate, because a small portion does not come up to the pattern, does not apply to made-up clothing, *ib.* 3390–3394.

Practice since the receipt of a letter from the Admiralty, dated 17th December 1856, to reject any supply in the aggregate, if any portion thereof, however small, be not up to the pattern, *Stransham* 3488–3490. 3594–3599——Wording of the letter of the 17th December by which witness interprets the whole supply must be rejected or passed, without any selection, *ib.* 3490–3500. 3596——Practice previously to the letter of the 19th December, to exercise the power of selection, and to pass or reject portions of supplies; working of this system as compared with the present system, *ib.* 3501–3511.

Witness produces the letter of 17th December; it is from the Comptroller of Victualling to the Deputy Adjutant-general of Marines, and contains instructions as to the course to be pursued by the committee of inspecting officers in the event of unfit articles being tendered for delivery by the contractors, *Milne* 3637——Does not consider that this letter alters in any way the regulations previously in force, in regard to the power of the inspecting officers to make selections from any supply, a portion only of which might be defective, *ib.* 3638. 3663–3666. 4357, 4358——Duty of the inspecting officers previously, as well as subsequently to the letter of December 1856, to reject any mixed supply which comprised a portion of inferior articles, *ib.* 3646 *et seq.*——Discretion in the inspecting officers to pass any supply in which the per-centage of defective articles might be very small, *ib.* 3650–3653. 3659. 3738. 3739——Inexpediency of a system of selection in the case of cloth and other materials for 1,000 tunics; confusion which would ensue, *ib.* 3690–3710——Power of the committee of officers to make reports to the Admiralty, with a view to the acceptance of supplies, only a very small proportion of which may be defective, *ib.* 3732, 3733. 3738, 3739——In consequence of the difference of opinion relative to the letter of 17th December, witness will see that fresh instructions are issued, *ib.* 3772, 3773.

Opinion, opposed to that of Colonel Stransham, that the terms of the contract do not require the rejection of a whole supply, if any portion of it, however small, be inferior, *Bischoff* 3857——Whatever may be the practice of rejection at Deptford, it is not the practice in the trade to reject ten bales of goods because one bale is not according to pattern, *Addyman* 5290–5293——Belief that, since December 1856, the practice of rejecting an entire supply for defect in any portion of it has been more strictly enforced, *Crocker* 5388–5391. 5434–5442——The system of rejecting all the bales supplied by contract if one bale be wrong has been in force for some years, *Le Pine* 6730–6736——Power of the inspectors at Deptford to reject clothing for a mere trifle, *Cross* 8657, 8658——Witness, if on the Board, would not reject a supply of cloth in the aggregate if he saw that one piece was light, *ib.* 9085–9088.

3. *Generally:*

REJECTIONS—continued.

3. *Generally:*

As regards the much larger proportion of rejections under the present than the former system, witness draws an inference therefrom in favour of the supply by the colonels, *Sir G. A. Wetherall* 779–791——More numerous rejections under the present system of inspection than under the former system, *Bischoff* 2071, 2072——The rejections are considered to be too often frivolous and vexatious, *ib.* 2149——Complaint in regard to the damage done to rejected kersey by improper treatment or care in the Government stores, *Turner* 4170–4179. 4185. 4268–4270——Rejection, under the present system, of goods really without any fault at all; case in point, *Clarkson* 4487. 4537. 4559, 4560. 4571——It is a matter of common conversation that since the war the rejections have increased, *ib.* 4562–4566.

See also *Appeal. Boots. Gotch, Mr. Inspection. Marine Clothing. Redeliveries. Weight of Cloth.*

Requisitions. When army clothing or supplies are required, witness receives instructions from the Secretary of State for War, and makes requisition on the director of contracts, *Ramsay* 76–80——Requisitions from regiments are examined by the director of stores before being complied with by witness, *Elliott* 895–897——Regulations in regard to requisitions for clothing, *App. p.* 551–553. 562–565.

Reserve Supplies. There is a considerable store of accoutrements, boots, great-coats and saddlery, but of other articles only a year's consumption, *Ramsay* 308. 316–331——Intention to keep one year's reserve of everything at Weedon; it is not large enough at present for this purpose, *Elliott* 871, 872——Course pursued in regard to the quantity of stores or clothing to be kept in hand, *Caffin* 1244–1250——As regards the keeping of a year's supply of clothing in store, witness is opposed thereto, *ib.* 1268–1271——Practice as to the supply in hand of naval stores, *ib.* 1275, 1276——In the event of changes of patterns, the articles in store are absorbed before the new articles are introduced, *ib.* 1311–1315.

Responsibility (Army Clothing). Duties of witness, as Deputy Adjutant-general for clothing and equipment; he has to examine the patterns sent for the regiments in comparison with the standard patterns, and to seal them, if approved; also, under the direction of the Commander-in-chief, to prepare any new patterns, *Sir T. Troubridge* 1–7. 29. 31–38. 53. 64. 73——Witness has nothing to do with the making of contracts, or the actual supply, the requisitions being sent direct to the War Department, *ib.* 3, 4. 8, 9. 13–15. 29. 44–46——The clothing generally is under the War Department, whereas witness is entirely at the Horse Guards, *ib.* 63, 64. 73, 74.

Duty of witness to superintend the issue and distribution of army clothing, *Ramsay* 163, 164.

Witness, who is Adjutant-general of the Forces, has no responsibility in regard to the supply of army clothing, *Sir G. A. Wetherall* 668, 669. 676. 698——Sir Thomas Troubridge, who is attached to witness's department, is not responsible in any way for the supply of army clothing, *ib.* 670. 678.

Witness takes charge of at Weedon, and issues therefrom all articles of army clothing and saddlery, *Elliott* 849. 852–858.

Responsibility of witness to the War Department for the quality of the cloth and clothing, *Elliott* 1075–1079.

Definition of witness's duties, as being the receipt, custody, and issue of stores, except the commissariat and medical stores, *Caffin* 1135–1145. 1154. 1157——Explanation as to the relative position of witness and Mr. Ramsay; responsibility of the latter to witness in regard to the details of the clothing department, witness being responsible for the entire department, *ib.* 1334–1348.

Returned Stores. All returned stores are surveyed, and are divided into serviceable, unserviceable and repairable, *Caffin* 1319.

Rifle Regiments. Specifications for the guidance of persons tendering for the supply of cloth of different kinds for Her Majesty's Rifle Regiments, *App. p.* 524–527.

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Saddlery. There are some contracts out for the improved cavalry saddles, *Sir T. Troubridge* 58——In future the saddles are to be made at Weedon, *ib.* 59, 60——Explanation relative to the large supply of saddlery in store at Weedon; this is in consequence of the termination of the war, *Ramsay* 320–331. 339–343——There are from 2,000 to 3,000 sets of saddlery in store; they are principally of modern pattern, and are in very good condition, *ib.* 321–324——Alteration in the pattern and material of the cavalry saddle, *ib.* 325–328. 339, 340——The saddlery supplied to the German Legion at Shorncliffe was very bad, and the contractor was struck off the list, *ib.* 335–338. 348——Difficulty in examining saddles; the best system is to employ the first makers, *ib.* 344–347. 352–355.

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In future the cavalry saddles will be supplied by contract, *Ramsay* 349-351.——Government intends in future to keep a stock of seasoned saddle-trees, *ib.* 355——Liability of saddlery to perish if placed in a damp store; care taken hereon at Weedon, *Elliott* 1115-1117——Considerable alteration and repairs being made at Weedon in the saddlery in store, *Caffin* 1316-1320.

Regulation in regard to the provision, &c. of saddlery and horse appointments generally, *App. p.* 563-565.

Sappers and Miners. Return of the prices paid for various articles of clothing supplied for the years 1854-5, *App. p.* 501, 502.

Scarlet Cloth (*Army*). Particulars of the quantities of scarlet cloth received and inspected at Weedon, and of the quantities approved and rejected, *App. p.* 480, 481.

Return of existing contracts for the supply of scarlet cloth, *App. p.* 585, 586.

Scarlet Cloth (*Marines*). Some scarlet cloth supplied by Messrs. Hebbert & Co. for serjeants' tunics, was rejected on the 13th February as deficient in quality, *Wolrige* 3091-3093——Production of the sealed pattern for the scarlet cloth, and of a piece of the rejected cloth, *Wolrige* and *Watling* 3094-3098——On the 16th March some scarlet cloth for serjeants' tunics was passed, which had been delivered in lieu of those rejected on the 13th February, *Wolrige* 3100-3104——Much better quality of the scarlet cloth received in March than of that previously rejected; small piece of each supply produced and adverted to hereon, *ib.* 3102-3112——On the 16th March, an agent of Messrs. Hebbert & Co. said that the accepted scarlet cloth cost 4 *s.* a yard more than the rejected cloth; the latter was worth about 12 *s.* a yard, *Watling* 3113-3118.

Only a small quantity of scarlet cloth for the staff serjeants, &c. was sent in, and patterns of this cloth have not been kept by the firm, *Bischoff* 3476-3479——Professional opinion obtained by the firm to the effect that the scarlet cloth supplied up to the 13th February was fully equal to the pattern, *ib.* 3846. 3853.

See also *Dye or Colour of Cloth. Marine Clothing.*

Schoolmasters' Clothing. The army schoolmasters' clothing is made up without a previous inspection of the cloth; quality of this cloth, *Hebdon* 1565-1575.

Security. Liability of the contractor for army clothing to be called upon for security, *Gwyn* 2202——Security is given by the contractors for marine clothing, and fines are imposed in the case of rejected articles, *Stransham* 3536, 3537.

Serge. Abstract of the quantity of serge received at Weedon from the Tower, and from Messrs. Hayter & Howell, up to the 25th May 1857, *App. p.* 481.

Shabraques (*Cavalry*). Specifications and memoranda for the guidance of persons tendering for the supply of shabraques for the cavalry, *App. p.* 521-523——Return of existing contract prices for shabraques, *App. p.* 583.

Shakos. The shakos last for two years, *Sir T. Troubridge* 52——Considerable reduction in the price of shakos since they have been obtained by the Contract Department; the quality is equally good, *Ramsay* 182-188——60,000 shakos have been obtained at a saving of 2 *s.* upon each shako as compared with the former price, *ib.* 186——Good character of the new shako supplied at the reduced price of 5 *s.* 6 *d.*, *Elliott* 1107-1114.

Regulations in regard to the supply of shakos for the different branches of the service, *App. p.* 550-554——Comparative cost of the shako in the British and French infantry, *ib.* 576——Statement of prices charged under existing contracts, *ib.* 583.

Shirts. Statement relative to 600 dozen of shirts, contracted for by Messrs. Isaacs & Campbell in 1856; 300 dozen of which were made to pattern by Messrs. Woodrow & Row, and the other 300 dozen of an inferior quality were bought elsewhere; they all passed the inspection at Mark-lane, Mr. Le Pine being present thereat, *Ludlow* 5824-5828. 5834-5850. 5875-5880——Representation made by witness to Mr. Ramsay relative to the 300 dozen of inferior shirts supplied by Messrs. Isaacs; Mr. Ramsay said it was a "cock and bull story," but that he would make inquiry into the matter; he subsequently told witness that he had made inquiries, and that witness was mistaken, *ib.* 6017-6027. 6032-6039——Names of persons whom witness has heard speak of the supply of the inferior shirts, *ib.* 6028-6031——Further statement on this matter; belief that the 300 dozen inferior shirts did pass the inspection, *ib.* 6040-6051. 6099. 6100. 6106. 6107——Reference to a difference in the colour of the strings used in tying up the 300 dozen shirts, *ib.* 6107.

In February or March 1856, the firm of Woodrow & Row supplied out of their warehouse 500 dozen of shirts to Messrs. Isaacs, *Le Pine* 6544-6550. 6601-6610——At the same time that Messrs. Isaacs sent these shirts to Mark-lane there were other shirts procured elsewhere which were not so good by about 2 *s.* a dozen, *ib.* 6551-6557——Presence of two quartermasters at Mark-lane, when Messrs. Isaacs' shirts were being

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being inspected, *Le Pine* 6614-6617——Extract from the books of Messrs. Woodrow & Row, dated 22d March, being a memorandum of the sale of 500 dozen of shirts at 20 *s.* 6 *d.* the dozen, *ib.* 6680.

Further evidence relative to the inspection and passing at Messrs. Hayter & Howell's equally of the shirts supplied by witness's firm to Messrs Isaacs, and of the inferior shirts supplied from other sources, *Le Pine* 6681-6725——Inaccuracy of the evidence of Mr. Ludlow, as to witness having said that the shirts were tied up with strings of different colours, *ib.* 6717-6723——Reference to a memorandum by witness, now in Mr. Ludlow's possession, relative to the difference in quality of the shirts supplied by Messrs. Isaacs, *ib.* 6763-6766. 6772——Witness does not recollect the contents of a certain memorandum given to Mr. Le Pine with reference to the shirts supplied to Messrs. Isaacs, and doubts whether the memorandum is in existence, *Ludlow* 6773-6775.

Further statement with reference to those shirts supplied by Messrs. Isaac's, which, though inferior to those obtained from Messrs. Woodrow & Row, equally passed the inspection; difficulty at the time (during the Crimean war) in obtaining an immediate supply of good articles, *Le Pine* 4982-7009.

Shrinking of Cloth. Present practice of shrinking the cloth before its issue from Weedon; considerable extent to which some cloth is reduced thereby, *Hebdon* 1631-1649.

Simpson, Robert. (Analysis of his Evidence.)—Contractor at Chatham, for making up clothing for city shipping houses, 6415-6418——During the Crimean war made up 50 suits of marine clothing, all the materials having been sent to him for the purpose by the quartermaster at Chatham, 6419-6421. 6508. 6532, 6533——Statement, that there was an excess of material on the 50 suits of the value of about 5*s.* 9*d.* a suit, or nearly the same as the cost of making up; the surplus formed part of witness's profit, 6422-6431. 6435-6441. 6534-6540.

Witness has constantly heard from contractors that, in order to get their goods passed, it was necessary to fee the Government subordinates; mention of some parties who have made this statement, 6432, 6433. 6442, 6443. 6465-6496——Witness cannot mention any particular instance of bribery, but has no doubt of the existence of the practice, 6433, 6434. 6481-6487. 6521-6531—— Particulars as to witness having purchased some thread from the firm of Woodrow & Row, which was said to have come out of a Government store, 6444-6464. 6503-6507.

Practice of feeing in the case of supplies to large mercantile houses, as well as in the case of supplies to Government, 6497-6502——The master tailor at Chatham has never sold witness any thing, 6509-6512——Circumstance of witness having heard in February last, that Messrs. Hebbert would find a difficulty in passing their goods in consequence of their deprecation of bribery, 6513-6531——Witness has not heard of any bribery at Deptford particularly, and has not heard it laid to the charge of Mr. Smith, 6521-6531.

Smith, Serjeant Thomas. (Analysis of his Evidence.)—Serjeant in the marines, and leading man of stores at Deptford, 2961, 2962——Services of witness before his appointment at Deptford, which was in 1846; 2963-2965——Outline of witness's duties as foreman of the stores, 2966. 3008-3012. 3044, 3045. 3053——He occasionally singes or scrapes the cloth, and applies a chemical test of the dye, but never states his opinion to the committee of inspecting officers unless they ask for it, 2967-2969. 2989. 3013-3016.

As regards the chemical test by witness of the dye of the cloth supplied by Messrs. Hebbert, it did not influence the committee of officers in rejecting the cloth, 2970, 2971. 3030-3034——Witness weighs the cloth when received from the contractors, and states the result to the committee, who constantly weigh it again in order to verify witness's statement before rejecting the cloth as light, 2973-2975. 3023-3029. 3033-3036. 3046-3052. 3065-3068——Difference in the weight of the same pieces of cloth accordingly as they are damp or dry, the weather exercising a material effect, 2975, 2976. 3061-3064. 3069-3072.

Lenity shown by the committee of officers in the inspection of Messrs. Hebbert's goods, 2977, 2978——An agent of Messrs. Hebbert admitted in witness's presence that some stains in a piece of kersey had been rubbed over with chalk or whitening, 2979-2984——When a supply of 66¾ yards of kersey, not equal to the pattern, was received, notice was given that similarly inferior cloth would not be received again, 2985, 2986——Belief as to some cloth which was deficient in weight having been supplied by Messrs. Hebbert in a damp state, 2987. 3057. 3073-3075——Check used in order to ensure the proper piece of cloth being examined with the corresponding pattern, 2989, 2990.

Communications on several occasions between some of the agents of Messrs. Hebbert and witness; information given by witness on one occasion as to the strict method in which the inspection would be conducted, 2991-3007. 3017-3019——Witness has no power whatever in regard to rejections by the Board of officers, 3008-3012——Responsibility of witness for the safe keeping of the patterns, 3020——Reason why the master

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tailor at Woolwich is entrusted with the singeing and analysis of the cloth, 3021, 3022 ——Particulars as to witness having pointed out to Mr. Crocker, clerk of Messrs. Hebbert, the lightness of the weight of some of the cloth, as well as the badness of the colour, 3037-3039.

It depends upon circumstances whether the committee reject or receive pieces of cloth which are but slightly deficient in weight, or the deficiency in which is, in the aggregate, made up by overweight in other pieces, 3040, 3041. 3052. 3059——Witness's salary is 160*l.* a year, besides his serjeant's pay, and an annuity of 10*l.* a year, 3042, 3043—— Explanation as to witness, when shown a small piece of the rejected cloth of Messrs. Hebbert, and a small piece of the pattern cloth, having given an opinion that the former was the better of the two, 3054-3057.

[Second Examination.]—Further statement of the duties of witness as leading man of stores, in connexion with the inspection by the Board of officers, 7406–7409. 7604-7609 ——Witness has frequently been to the offices of the contractors in London, among others, to those of Messrs. Bryan & Co., 7410, 7411——It is quite true that on one occasion witness borrowed 20*l.* from Messrs. Bryan & Co., 7412——Two sovereigns were once offered to witness by Messrs. Bryan's firm; he refused to accept them, but neglected to report the matter, as it was his duty to have done, 7413-7419. 7504, 7505. 7508.

Circumstance of no receipt having been given by witness for the loan of 20*l.*; 7419. 7421 ——The 20*l.* came from the hands of Mr. Bryan, and not from Mr. Peto, 7420. 7469-7471—— The assignees under the bankruptcy of the firm have not applied for the loan, 7422, 7423——Witness was under the impression that the date of the loan was in September 1856, until Mr. Bryan stated it was in March 1856; 7424. 7465. 7468. 7637-7651. 7660——Statement as to Mr. Bryan having, on the 2d July last, called on witness and told him to be careful of the firm of Hebbert & Co.; he said nothing then about the 20*l.* loan, 7425-7428. 7657.

The 20*l.* was repaid by witness to Mr. Peto within eight or ten days after it was borrowed, but no receipt was taken, 7428. 7430. 7479-7481. 7661-7664——Statement as to witness having, in consequence of a letter from Mr. Bryan on the 21st July last, sent his wife on the following day to pay the 20*l.* a second time, rather than have his name mentioned in connexion with the matter before the Committee, 7429. 7468. 7575-7578. 7652-7657.

Particulars as to several loans since 1846 or 1847 from witness to Mr. Peto; they were all repaid, and no interest was charged, 7430-7445. 7461-7463. 7563, 7564——Circumstance of witness being worth property to the amount of about 2,500*l.*; examination as to the way in which he became possessed of it, 7446-7460. 7490-7503. 7567-7574—— Explanation as to Mr. Bryan having given a receipt, dated in November last, for the 20*l.* paid on the 22d July, 7466-7468——Before paying the 20*l.* to Mr. Bryan there was an understanding that it was to be repaid to witness as soon as the inquiries of the Committee were over, 7468. 7656.

Particular object for which witness borrowed the 20*l.* from Messrs. Bryan; belief that he wanted it to make up a certain amount for buying some shares in the Unity Bank, though he afterwards did not buy those shares, 7469-7480. 7565, 7566. 7658-7660—— Witness never borrowed money from any contractor except from Messrs. Bryan, and from them only the 20*l.* in question, 7482-7484——Witness has a son in the employment of Messrs. Woodrow & Row, but has not a son in Messrs. Dolan's employment, 7485-7489.

Evidence as to offers of money, or of remuneration otherwise having been made to witness by several contractors or their agents, which offers he has in each case refused, 7505 *et seq.*——Statement as to Mr. Biden, Messrs. Hebbert's foreman, having once offered witness a shilling, and having spoken about going to the theatre with him, 7529-7538. 7601, 7602——Messrs. Dolan and other contractors have never directly offered any bribe to witness, 7553-7562. 7579-7583.

Witness denies that there was ever any conversation or understanding between Mr. Peto and himself about his being allowed a per-centage on goods which passed the inspection, 7584-7592. 7632-7636——Until February last, witness had not named to his superiors that several offers of money had been made to him, 7593-7599——Bribery could be of little use, for it is not in any way in witness's power to pass the goods, 7603-7619.

Result of an examination by witness, agreeably to instructions from Colonel Fleming, into the quality and weight of certain of Messrs. Hebbert's supplies, 7610, 7611—— Witness's opinion or proceedings had no effect in regard to any rejection of Messrs. Hebbert's goods, 7612-7619——Means of Messrs. Hebbert, before the 13th February, for apprehending that the cloths then to be inspected would be rejected, 7619-7626—— Inconvenience of the frequent interruptions caused to witness's duties by the visits of agents of Messrs. Hebbert during the period of their contract, 7627-7631.

[Third Examination.]—Further statement as to the object for which witness borrowed the 20*l.*; it was not for the purchase of Unity shares, 7666-7669—— Witness's wife was aware

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aware of his having paid the 20 *l.* to Mr. Peto, 7670, 7671——Further examination as to the object he had in view in the repayment a second time of the 20 *l.*, and in having the receipt antedated, 7673-7683——Witness denies that he recently told Mr. Bryan that nothing had better be said about the per-centage, 7684-7687.

Witness knows Mr. Benjamin Cross, the master tailor at Plymouth, but has never had any money or per-centage transactions with him, 7688-7696. 7700-7708. 7745-7748——Reference to one or two mistakes in the quantity of cloth sent from Deptford to Mr. Cross, which were afterwards rectified, 7697-7699——There has never been any surplus cloth sent to witness by the master tailors in returned packages said to be empty, 7702-7705. 7714, 7715. 7725-7729. 7744——Witness knows nothing of the disposal of surplus cloth by Mr. Cross or the other three master tailors of the marines, and has never got any commission on the proceeds of such surplus, 7705 *et seq.*

Examination on the subject of recent correspondence between Mr. Cross and witness relative to some cloth supplied to Mr. Cross, which he said was insufficient or short in measure, 7709, 7710. 7723, 7724. 7730. 7790. 7872, 7873. 7875. 7885-7890——Witness is not aware of any arrangement between Mr. Cross and the other master tailors in regard to sharing the profits of the surplus cloth supplied to them, 7711-7713. 7731-7734——Examination as to the authority upon which witness has frequently corresponded with the master tailors and others relative to their supplies; witness has looked upon these letters as private, and has paid for the paper and the postage out of his own pocket, 7716, 7717. 7722-7724. 7749-7752. 7827. 7858. 7890-7906.

Doubt as to more cloth being allowed to the master tailor than is necessary; improbability of his being able to save 15 per cnet. on the quantity supplied, 7718-7721. 7743. 7755-7757. 7970. 7973——In the measurement of the cloth before transmission to the master tailors, witness has always been guided by the approved scale of diagrams, and knows nothing about the supply being in excess, 7720, 7721. 7743. 7755 *et seq.*——In the event of the cloth when measured by witness being found over or under the proper quantity, the contractor is credited with the surplus or makes good the deficiency; examination hereon as to the practice of witness on such occasions, 7734-7743. 7758-7763. 7766 *et seq.*

Although witness does not wish his private affairs, as regards the value of his property, and the means by which he obtained it, to be gone into at all, he is quite prepared to lay a statement on the subject privately before the Committee, 7753, 7754——Witness has been suspended from his office, 7764——He is not aware that Messrs. Hebbert have recently passed goods which had been rejected before witness was suspended, 7765.

Except in the case of Messrs. Hebbert's cloth, the contractors have invariably sent in rather more than the total requirement, but the surplus has always been very small, 7774-7779—— The demand for the cloth sent to the master tailors is made by the quartermaster through the commandant of the division; nature of the demand, 7785-7788. 7859-7861——The measurement by witness, as well as by the contractors, is at the rate of 37 inches to the yard, 7790, 7791. 7816-7819. 7884——Witness is not aware whether any surplus belongs to the master tailor or the Government, 7792, 7793. 7869, 7870——Check upon the delivery by witness of fraudulent measurements to the master tailors, 7798-7809. 7874-7881.

Reference to the delivery note given by the contractor with each supply, and filed by witness; check thereby upon the quantities received till the inspection takes place, 7800 7814. 7926-7937. 7971, 7972——The master tailors have never written to say that there has been an excess or surplus in their supply, 7809. 7865-7871——Rejections of cloth do not take place in consequence of deficiencies in length, 7825, 7826——The breadth of each piece of cloth should be 54¾ inches, 7862-7864.

Every piece of cloth is measured by witness; particulars hereon, 7874-7884. 7907-7919——Demand upon witness's time in consequence of his heavy duties occasionally in measuring the cloth, &c., 7908-7925——Duties of the storekeeper at Deptford, independently of those performed for him by witness and others, for whose conduct he is responsible, 7931-7969.

[Fourth Examination.]—Further statement in regard to the nature of the correspondence between Mr. Cross and witness relative to the complaint of the former about deficiencies in the quantities of cloth forwarded from Deptford, 9210 *et seq.*——Complaint by Mr. Cross in regard to the scale of diagrams, 9213. 9216. 9219, 9220. 9232. 9235——Witness cannot find any of Mr. Cross's letters; being private, he has not preserved them, 9214, 9215. 9226-9230——Mr. Cross did not directly complain that he had had only "purser's measurement," or 36 inches to the yard instead of 37 inches, but spoke of the custom of the woollen trade, in which 37 inches are allowed, 9216. 9222. 9231, 9232. 9235. 9302.

Witness asserts that Mr. Cross has always had 37 inches to the yard, 9216. 9221, 9222. 9250——Explanation as to witness having told Mr. Cross, about six weeks ago, that if there was anything wrong in the quantity supplied he would correct it; he has

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not since heard from Mr. Cross, 9217, 9218. 9231——Witness told Mr. Cross that any complaint about the diagrams should be made to the higher authorities, 9219, 9220. 9233, 9234——Examination as to witness not sending with the cloth transmitted from Deptford the manufacturer's ticket attached to the pieces of cloth showing the measurement delivered by the contractor, 9236-9249. 9255-9301. 9327-9339.

All the cloth is measured by witness personally; he could measure 1,200 yards a day, 9251-9254. 9268, 9269. 9419——The inspecting officers frequently measure some of the cloth, 9262-9267——Witness denies that he has ever disposed of any goods for Mr. Cross, or has ever received any money from him, 9303, 9304——Probable cause of the inaccurate statements made by Mr. Cross against witness; explanation hereon as to witness having written to him in a friendly manner about six weeks ago, 9305-9322——The men under witness at Deptford have frequently seen him measure the cloth, and can testify as to his having allowed 37 inches to the yard, 9323-9326.

Smith, Mr. See *Bribery*, I. *Inspection*, III. 5. *Marine Clothing*, II., 13, 14. *Measurement of Cloth*, 4, 5. *Surplus Materials*, 3.

Specifications. Specifications of materials for clothing for the different branches of the army, *App. p.* 505 *et seq.*——Specification and memoranda, dated 30 July 1856, to be attended to by contractors in the making up of tunics and trousers for the infantry, *ib.* 545-547.

Spurs. Specification and memoranda to be attended to by contractors in the supply of spurs for the Royal Horse Artillery, *App. p.* 516.

Stace, Mr. Particulars as to a contractor named Stace having by his agent tried to make witness a present of a clothes brush in 1850, *Smith* 7509-7516.

Staff Clothing. Prices for materials for staff clothing under existing contracts, *App. p.* 577-580.

Stock. Particulars as to the practice in taking stock; as a general rule, a "remain" is taken everywhere every year, *Caffin* 1251-1265. 1279-1292——At the Tower it will occupy 16 clerks for four months in taking stock, *ib.* 1263——In taking a remain a certain number of clerks are appointed by the storekeeper, and a certain number are appointed on behalf of witness as a means of check, *ib.* 1286.

Statement showing the remains of stores taken at the several stations at home and abroad between 1852 and 1857 inclusive, *App. p.* 599, 600.

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Storekeepers. Responsibility of the storekeepers in the event of the stores not agreeing with the store account or tally, *Caffin* 1254-1261. 1287-1292——Security is required from the storekeepers as civil servants, *ib.* 1254. 1292——The storekeepers who have the individual charge of the stores are each in the charge of witness, but not the stores themselves, *ib.* 1258-1261.

Store-room. Contemplated erection of a clothing establishment near Deptford dockyard, *Caffin* 1158——Additional buildings are to be erected in London, the space at the Tower being insufficient for storing and shipping all the clothing, *Ramsay* 1828. 1833-1839.

See also *Weedon.*

Stransham, Colonel. (Analysis of his Evidence.)—Second Commandant of the Fourth Division of Marines, quartered at Woolwich, 2424——Has had 22 years' experience in the examination of clothing for the marines; has personally attended 48 surveys at Deptford, 2425-2427——Constitution of the committee of marine officers with whom the inspection of the clothing rests; part taken by the master tailor and the foreman of the stores, 2428-2435. 2466-2475. 2495-2500. 2519-2521. 2640-2669——Description of the process to which the materials or made-up clothing are subjected by the committee, in order to see whether they are equal to the pattern, 2435.

Practice in regard to the weighing of the clothing materials; explanation hereon, that the made-up tunic is never weighed, 2435-2438. 2476-2492——The duty of the Board of officers consists in passing all supplies which appear perfectly equal to the sealed pattern, and in rejecting everything short of that pattern, 2439, 2440——Examination with reference to the circumstance of the master tailor being frequently called upon by witness to make good, at his own expense, damaged or inferior clothing; absence of injustice thereby, 2441-2450. 2501-2510. 2513-2544.

Statement that out of 339 surveys of clothing at Deptford in 24 years there have been only four instances, independently of Messrs. Hebbert's contract, in which the inspecting officers have been called upon to reconsider their decisions, 2451-2455——Objections to any system of arbitration or right of appeal from the decisions of the inspecting officers, 2456-2466. 2654-2665——Competency of the Board at Deptford to undertake the inspection; varying constitution of the Board adverted to hereon, as an advantage rather than otherwise, 2463. 2466-2472. 2640-2669——Doubt as to the expediency of reference

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reference to a Board of general officers of marines, in the event of dispute with the contractor, 2465, 2466.

As regards the defective tunics of Messrs. Hebbert, they were rejected because the cloth and linings were inferior, and not because of the weight, 2479–2492. 2556–2559. ——The marine clothing at head quarters is almost always made up in the service from materials contracted for, and the made-up clothing contracted for is sent out for foreign service, 2493, 2494——Inferior quality formerly of the trousers pattern, 2502, 2503. 2531–2533——Pay and perquisites of the master-tailor, who is a serjeant in the corps, 2507–2510. 2540.——Expense to the soldier if the master-tailor were not to undertake repairs, 2505. 2517. 2526–2537.

Witness was president of the committee of officers which, on the 25th April and other occasions, reported on Messrs. Hebbert's supplies, 2545——Even in the case of those goods of Messrs. Hebbert which were not rejected, it was with a species of hesitation and dissatisfaction that the committee allowed them to pass, 2548–2551——Grounds for the statement that some red cloth which had met with rejection in the piece had been submitted again in made-up tunics, 2552, 2553. 2556–2560——Statement as to some black-grey cloth being supplied in so damp a state as to render the discovery of its true weight impossible, 2554, 2555. 2675–2680.

Statement as to Messrs. Hebbert's agent not having attempted to deny that chalk or some whitening substance had been rubbed over some stains in a piece of white kersey, 2561–2576——Explanation as to the rejection of 500 privates' white kersey jackets in materials, and as to a small quantity of similar white kersey having been previously passed, 2577–2580——Upon nearly all occasions some agent of the contractors is at Deptford to represent them, 2581——Remarks in approval of the exclusion of contractors from being present at the proceedings of the committee, 2582–2587.

Reference to a written application by Messrs. Hebbert & Co. on the 27th April, requesting that the Board of inspection would permit the firm to be examined before them, in the event of the clothing not being to their satisfaction, 2588–2590. 2595–2597——Statement as to Colonel Charles Wetherall having, previous to the inspection on the 27th April, told witness to be careful in his rejections that day, 2590–2593————Witness, in reply to Colonel Wetherall, said, that "his opinion was honest, which was more than Colonel Wetherall's goods were;" no notice was taken of this reply, 2592. 2627–2632——Impropriety of this step on the part of Colonel Wetherall; belief that it was an attempt to intimidate witness in the performance of his duties, 2594. 2611–2613.

Witness had nothing to do with the purchase of goods from Messrs. Dolan on the failure of Messrs. Hebbert's contract, 2598–2603——Statement as to some goods sent in by Messrs. Hebbert on the 9th June having been received, whilst some supplied by Messrs. Dolan were rejected, 2604–2610——Colonel Wetherall seemed to identify himself with Messrs. Hebbert & Co., and in speaking of them, used the terms, "the firm," or "our firm," 2614–2622——Witness mentioned Colonel Wetherall's remarks to the committee of inspection, and also reported the matter to the commandant at Deptford, 2620, 2621. 2624–2626. 2634, 2635.

It is with much reluctance that witness brings forward the remarks of Colonel Wetherall, 2631, 2632—— He has since avoided any communication with Colonel Wetherall, 2632. 2639——He mentioned the circumstance to Mr. Baring previous to his present examination, 2636, 2637—— He has also mentioned the matter in the office of the deputy adjutant-general of marines, 2637.

Reference to the approval by the Board of Admiralty of the decisions of the inspecting officers, 2659–2661——At the inspection it is impossible to examine each article separately, 2668——The committee of inspection generally meet on the second Tuesday in the month, and sometimes sit for two days, 2671——The goods are examined shortly after they are received, 2672——There is no examination on delivery into the store department, 2673, 2674.

[Second Examination.]—Further statement as to witness having considered it his duty to report to the commandant his conversation with Colonel Wetherall; this was a day or two after its occurrence, 2681–2684. 2696——Explanation as to witness having had an interview with Mr. Baring, and having been summoned to attend the Committee, 2685–2695——Reason why witness has not communicated with Colonel Wetherall in regard to the matter being brought before the Committee, 2690–2695.

Absence of impropriety on the part of Colonel Wetherall if he had spoken to witness after instead of before the inspection, 2697–2699——Further opinion as to Colonel Wetherall's object having been to intimidate, or rather to influence witness, 2700, 2701 ——Belief that Messrs. Hebbert and Colonel Wetherall were aware that on the 25th April there had been some rejections under the contract, 2702–2711.

[Third Examination.]—The Deptford victualling-yard instructions have not been laid before witness, 3843——Reference to instructions, dated 9th June 1833, as those by

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which witness has been guided at the Board of inspection, 3484-3487——Practice since the receipt of a letter from the Admiralty, dated 17th December 1856, to reject any supply in the aggregate, if any portion thereof, however small, be not up to the pattern, 3488-3490. 3594-3599——Wording of the letter of 17th December, by which witness interprets that the whole supply must be rejected or passed, without any selection, 3491-3500. 3595, 3596.

Practice previously to the letter of 17th December, to exercise the power of selection, and to pass or reject portions of supplies; working of this system as compared with the present system, 3501-3511 ——Impolicy of tendering for price rather than for quality, 3506-3518. 3530-3532. 3541-3544——Belief that the Board of Admiralty do not interfere with the Marine Office in regard to the details of the supply of clothing, 3519-3522 ——Disadvantages of the system of accepting necessarily the lowest tender; a power of discretion should be given, 3523-3525. 3529-3535. 3538-3540.

The committee of inspection judge for themselves, independently of the opinion of the master-tailor, 3526-3528——Security is given by the contractors, and fines are imposed in the case of rejected articles, 3536, 3537——Further evidence, opposed to any further means of appeal than those which now exist from the decision of the Board of officers, 3545-3569 ——Remarks upon the circumstance of the Board having been called upon to reconsider their decision in Messrs. Hebbert's case, 3545-3548. 3554-3557——Way in which the decisions of the inspecting officers are subject to approval by the Board of Admiralty, 3549-3552——Doubt whether the inspectors at Weedon are more competent or proper judges of cloth than the committee of officers at Deptford, 3562-3567.

Various contractors for marine clothing, and different circumstances of each contract as regards its duration; Messrs. Dolan & Co. have had a contract for several years, 3570-3579——Clothing which has passed the inspection has been returned as inferior, but on re-survey has on all occasions proved to be equal to the patterns, 3580-3586—— Although it is impossible to examine each article, a very searching examination is made by average, 3587-3590——If the inspection were careless, the officers of divisions would soon complain of the clothing, 3591——The interests of the Crown and of the soldier are alike represented by the committee of inspection, 3592, 3593.

[Fourth Examination.]—As regards the pattern for white kersey, under Messrs. Dolan's contract, there was no weight specified, 4232, 4233.

Sureties. The director of contracts sees that the contractor is provided with sureties, *Ramsay* 108.

SURPLUS MATERIALS (MARINE CLOTHING):

1. *Quantity of Material which may be saved from the Allowance for making-up.*
2. *Practice generally in regard to the Disposal of the Surplus saved by the Master Tailors.*
3. *Transactions between the Master Tailors at Plymouth, &c., and the Foreman of Stores at Deptford.*
4. *Recent Sales of large Quantities of Cloth by the Master Tailor at Plymouth.*

1. *Quantity of Material which may be saved from the Allowance for making-up:*

There is a profit of about 15 per cent. to the master tailor or contractor on the quantity of cloth allowed for making-up, *Crocker* 5398-5400. *Bischoff* 5595. 5684. 5725, 5726. 5762——During the Crimean war, witness made up 50 suits of marine clothing, all the materials having been sent to him for the purpose by the quartermasters at Chatham, *Simpson* 6419-6421. 6508. 6532, 6533——Statement that there was an excess of material on the 50 suits of the value of about 5 *s.* 9 *d.* a suit, or nearly the same as the cost of the making-up; the surplus formed part of witness's profit, *ib.* 6422-6431. 6435-6441. 6534-6540.

Doubt as to more cloth being allowed to the master tailor than is necessary; improbability of his being able to save 15 per cent. upon the quantity supplied, *Smith* 7718-7721. 7743. 7755-7757. 7970. 7973.——Grounds for the conclusion that the present scale of measurement in the diagrams for the marine tunics is not excessive, and that a saving of 15 per cent. on the quantity allowed for making-up is altogether impracticable, *Dolan* 7988-8000.

On a supply of cloth for the tunics of 100 men, witness would have a surplus equal to about four or five tunics, *Cross* 8175-8179. 8219. 8693-8698——A yard and a half is allowed for each tunic, and it requires, on an average, a yard and 16 or 17 inches, *ib.* 8180, 8181——Belief that with the most careful cutting the cloth allowed for 100 tunics, shell jackets or trousers, could not give a surplus of 15 tunics, *ib.* 8220. 8699-8709. 8719——Very careful cutting required to save anything out of the quantity allowed for the

SURPLUS MATERIALS (MARINE CLOTHING)—continued.

1. *Quantity of Material which may be saved from the Allowance, &c.*—continued.

the tunic, that is, when there are only 36 inches to the yard, *Cross* 8693–8701 ——Small annual saving by witness out of the white kersey, *ib.* 8746–8755.

Further evidence in regard to there being an excess of four or five tunics on the cloth allowed for 100 tunics, at 36 inches to the yard; examination hereon, as to the tunic taking only 1 yard 15½ inches according to this calculation, *Cross* 8929 *et seq.*

Further statement in regard to its being possible for the contractor to save 15 per cent. on the cloth allowed to the master tailors for making up; examination as to the data for this calculation, *Crocker* 9340–9349. 9368–9388.

2. *Practice generally in regard to the Disposal of the Surplus saved by the Master Tailors:*

Further statement in regard to the larger quantities of material than is necessary which is given to the master tailors to make up; belief as to there being some arrangement between the master tailor and the contractors on this point, whereby the latter buys the surplus cloth from the former, *Bischoff* 5680–5691. 5725–5732. 5738–5741——There has never been any arrangement between the master tailors and witness in regard to the surplus cloth of the former, *ib.* 5728. 5738——The master tailor at Chatham has never sold anything to witness, *Simpson* 6509–6512——Witness states positively that his firm have never bought anything from any master tailor, or have ever had arrangements with a master tailor about taking back his surplus cloth, *Dolan* 8081–8090.

Witness has purchased cloth from other master tailors of the marines, but only very rarely, and in limited quantities, *Cross* 8182–8192 —— Explanation as to some white kersey which witness has lately sold to some one at Bristol, *ib.* 8207–8213. 8226, 8227. 8233——There is no bargain between witness and the other master tailors, that they are to send their surplus cloth to him to be disposed of, *ib.* 8233–8235. 8491, 8492.

Explanation as to witness having recently spoken to Messrs. Hebbert about supplying them at the rate of 60 yards a week, including the perquisites of the other tailors, *Cross* 8483–8492——Except a recent sale to Messrs. Hebbert, witness has never sold surplus goods to any army or navy contractors, but has bought small articles from them at times, *ib.* 8891–8899. 8915, 8916——No actual arrangement was come to in regard to witness disposing of his surplus cloth to Messrs. Hebbert periodically, *ib.* 8924, 8925——Witness never offered to sell white kersey to Messrs. Dolan or any other contractors, *ib.* 8926–8928.

3. *Transactions between the Master Tailors at Plymouth, &c., and the Foreman of Stores at Deptford:*

Witness knows Mr. Benjamin Cross, the master tailor at Plymouth, but has never had any money or per-centage transactions with him, *Smith* 7688–7696. 7700–7708. 7745–7748——There has never been any surplus cloth sent to witness by the master tailors in returned packages said to be empty, *ib.* 7702–7705. 7714, 7715. 7725–7729. 7744—— Witness knows nothing of the disposal of surplus cloth by Mr. Cross or the other three master tailors of the marines, and has never got any commission on the proceeds of such surplus, *ib.* 7705 *et seq.*——Witness is not aware of any arrangement between Mr. Cross and the other master tailors in regard to sharing the profits of the surplus cloth supplied to them, *ib.* 7711–7713. 7731–7734——Examination as to the authority upon which witness has frequently corresponded with the master tailors and others relative to their supplies; he has looked upon these letters as private, and has paid for the paper and postage out of his own pocket, *ib.* 7716, 7717. 7722–7724. 7749–7752. 7827–7858. 7890–7906——Witness is not aware whether any surplus supplies belong to the master tailor or to the Government, *ib.* 7792, 7793. 7869, 7870——The master tailors have never written to say that there has been an excess or surplus in their supply, *ib.* 7809. 7865–7871.

Except once, several years ago, witness has never sent Mr. Smith any cloth in the "empties" or returned casks, *Cross* 8193–8197. 8204–8206. 8494—— Particulars as to witness having some eight or nine years since exchanged some white cloth for some red cloth with a contractor, through the medium of Mr. Smith, to whom he sent the cloth in the empties, and whom he paid a small commission for carrying out the transaction, *ib.* 8193–8195. 8204–8206. 8358–8383. 8454, 8455. 8470–8476. 8493. 8510–8513. 8868–8890——Nature of the communication of late years between Mr. Smith and witness; sales of surplus cloth have had nothing to do with it, *ib.* 8853–8861.

Witness denies that he has ever disposed of any goods for Mr. Cross, or has ever received any money from him, *Smith* 9303, 9304.

4. *Recent Sales of large Quantities of Cloth by the Master Tailor at Plymouth:*

Examination relative to 400 yards of drummers' red cloth, and 600 yards of black-grey cloth, which witness has, within the last few days, arranged to sell to Messrs. Hebbert; statement as to a portion of this cloth having come from the store at Deptford, and having

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SURPLUS MATERIALS (*MARINE CLOTHING*)—continued.

4. *Recent Sales of large Quantities of Cloth by the Master Tailor, &c.*—continued.

probably been some of Messrs. Dolan's cloth which had passed the inspection, whilst another portion came from the surplus of witness's supplies and from his private trade, *Cross* 8214–8218. 8384–8392. 8401–8433. 8448–8450. 8479–8482. 8516, 8517. 8772–8827. 8915–8918——Witness came to town chiefly in order to sell cloth left on hand since the termination of the late war; hence his negotiation with Messrs. Hebbert, *ib.* 8236. 8404. 8772–8775——Explanation as to witness having stopped the delivery of the cloth which he had sold to Messrs. Hebbert, *ib.* 8401–8403. 8826, 8827——A part of the red cloth sold to Messrs. Hebbert was some of the Government cloth which came to witness in exchange for some which he had been authorised to advance out of his private stock, pending arrivals from Deptford; doubt as to the contractor who sent in this cloth, *ib.* 8406–8433. 8801–8814——Statement as to the low price received by witness from the cloth sold by him to Messrs. Hebbert, *ib.* 8778–8791.

Explanation as to witness having lately sold about 1,400 yards of privates' white cloth to Mr. Steed, of Leeds; this was the accumulation of about 10 years' perquisites, on the part of the other master tailors as well as of witness, *Cross* 8354–8357. 8502–8509. 8514, 8515. 8732–8738. 8743–8755.

See also *Master Tailors.* *Measurement of Cloth.*

Swiss Legion. Return of the prices paid for the various articles of clothing supplied for the year 1854-5, *App. p.* 504.

T.

Test of Quality. Witness prefers the test of the present system of inspection of army clothing to a guarantee by the contractors of three or four months' wear, *Hebdon* 1590–1596. 1669–1675——System of inspection and test of wear to which, under the former system, witness's supplies were subjected; approval of the system, *Cater* 1735 *et seq.*——Under the former system the articles were first examined by the Deputy Adjutant-general, or the Deputy Quartermaster-general, and were subsequently examined at the regiment, under a Board of general officers, according to whose decision the articles were either received or rejected, *ib.* 1740–1752. 1777–1794——Advantage of the test of wear over the test of inspection in regard to the quality of the cloth, *Bischoff* 2076–2079. 2123–2125; *Clarkson* 4400-4403. 4408–4417; *Cross* 8612–8617——Opinion that no system of check can be satisfactory but that of dealing with an honest man, and holding him responsible for the wear of the articles, *Bischoff* 4008.

See also *Inspection.* *Rejections.*

Thread. Particulars as to witness having purchased some thread from the firm of Woodrow & Row, which was said to have come out of a Government store, *Simpson* 6444–6466. 6503–6507——Explanation relative to some white cloth and thread consigned to witness for sale by Mr. Frazer of Gosport, who is in the habit of buying Government stores; Mr. Smith recommended witness to Mr. Frazer for the sale of the cloth, *Le Pine* 6642–6679.

Trimmings. In future the army clothier will be furnished with the trimmings as well as the cloth, *Ramsay* 214——Return of existing contracts for garniture and trimmings for making up clothing for line regiments, *App. p.* 584, 585.

Troubridge, Sir Thomas, Bart., C. B. (Analysis of his Evidence).—Duties of witness as Deputy Adjutant-general for clothing and equipment; he has to examine the patterns sent for the regiments in comparison with the standard patterns, and to seal them if approved; also, under the direction of the Commander-in-chief, to prepare any new patterns; 1–7. 29. 31–38. 53. 64. 73——He has nothing to do with the making of contracts or the actual supply, the requisitions being sent direct to the War Department, 3, 4. 8, 9. 13–15. 29. 44–46.

List of articles comprised under the head of military clothing, 10. 12——Saddlery accoutrements generally, and all the articles of a soldier's necessaries come under the head of equipment, 11, 12——Satisfaction given generally by the improved material lately adopted for the tunics, 16–19. 30. 65–67——There has been some complaint about the fitting of the tunic, which can easily be rectified in the next supply, 19. 67.

The expense incurred in alteration is charged between the public and the soldier, 20——Intention that the Guards and Artillery should make up their own clothing, 21–23——The Cavalry have this year made up their own clothing, 24——There is a certain scale of allowance for the making-up, 25——Better fit where the clothing is made up by the regiment; this plan however would sometimes be impracticable, 26. 28.

Doubt as to the advantage of the French system of fixing a minimum price for contractors, 40–43——The bearskin caps are supplied according to a sealed pattern; they last for about six years; 47–51——The shakos last for two years, 52——There are some contracts

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Troubridge, Sir Thomas, Bart., C. B. (Analysis of his Evidence)—*continued.*

contracts out for the improved saddles, 58——In future the saddles are to be made at Weedon, 59, 60.

Steps taken by witness in the event of complaints as to the inferiority of supplies, 61, 62——The clothing generally is under the War Department, whereas witness is entirely at the Horse Guards, 63, 64. 73, 74——There has been no complaint lately about the great-coats, 68——Superior supply of boots during the present year; there has been no complaint, 69–72.

Trousers (*Army*). Explanation as to the issue this year of trousers for the line which may prove comparatively inferior, *Ramsay* 304, 305.

Specifications for the guidance of persons tendering for the supply of cloth for the trousers of the privates, serjeants, &c. of the different branches of the army, *App. p.* 505 *et seq.*——Scale of sizes for trousers for a regiment of 800 men, *ib.* 547.

Comparative cost of the trousers in the British and French infantry, *App. p.* 576.

Trousers (*Marines*). Inferior quality formerly of the marine trousers pattern, *Stransham* 2502, 2503. 2531–2533.

Statement as to Mr. Le Pine having told witness that Messrs. Woodrow & Row had an order for 200 pairs of trousers for the marines, and that 60 pairs were in the first instance returned by Mr. Smith, *Ludlow* 5884–5889. 6052–6057——Messrs. Woodrow & Row have never had any contract for trousers for the marines, *Le Pine* 6565–6568. 6611–6613. 6737–6739.

Messrs. Hebbert's price of 7 *s.* 3 *d.* for the trousers, whilst the price for the materials is 7 *s.* 1 *d.*, is much too low, *Dolan* 8038–8045——Impossibility of saving 15 per cent. on the quantity of materials allowed for the trousers, *Cross* 8705–8708——Grounds for the statement that there may be a saving of 15 per cent. or more on the cloth allowed for the trousers, *Crocker* 9349.

Tunics (*Army*). Satisfaction given generally by the improved material lately adopted for tunics, *Sir T. Troubridge* 16–19. 30. 65–67——There has been some complaint about the fitting of the tunic, which can easily be rectified in the next supply, *ib.* 19. 67——There is more cloth and of improved quality in the tunic than in the old coatee, *Ramsay* 133–137. 257–262——The price of the tunic is now 21 *s.* 10 *d.*; that of the coatee was 1 *l.*, *ib.* 138–141. 263——The tunic of the old and inferior cloth cost 15 *s.* 5 *d.*, *ib.* 180, 181.

Comparative statement of the cost of the infantry tunic under the former and present systems of supply, *App. p.* 487.

Specifications for the guidance of persons tendering for the supply of cloth for the tunics of the privates, serjeants, &c. of the different corps of the army, *App. p.* 506 *et seq.*——Scale of sizes for tunics for a regiment of 800 men, *ib.* 546.

Comparative cost of the tunic in the British and French infantry, *App. p.* 576.

See also *Red Cloth* (*Army*).

Tunics (*Marines*). Particulars as to the rejection of materials supplied by Messrs. Hebbert & Co. for the marine tunics; causes assigned, *Ev. p.* 108–110. 112——Comments in letter from Messrs. Hebbert & Co. in regard to the rejections; remarks of the Board of officers thereon, *ib.* 113.

As regards the defective tunics of Messrs. Hebbert, they were rejected because the cloth and linings were inferior, and not because of the weight, *Stransham* 2479–2492. 2556–2559.

With respect to the tunics being made by Messrs. Dolan, they are not nearly so like the sealed patterns as the rejected tunics of Messrs. Hebbert, *Biden* 5320. 5322——Greater expense of the marine tunic than of the old line tunic, *Dolan* 7994–8030——Grounds for the conclusion that Messrs. Hebbert's price of 17 *s.* 4 *d.* for the made-up tunic is much too low, *ib.* 7990–8030——The quantity allowed to witness's firm for the line tunic was 1 yard 17 inches, and after cutting 17,000 tunics, there was a surplus of only 60 yards in remnants, *ib.* 7997——Denial of the accuracy of a statement by Mr. Biden as to the quality of the marines' tunics being made by witness's firm; none have yet passed the inspection, *ib.* 8100.

Six inches less cloth are allowed for the present tunic than for the former tunic, which was two inches longer, *Cross* 8261. 8284–8289.

Grounds for concluding that there may be a saving of 15 per cent. on the cloth allowed for the tunic, *Crocker* 9340. 9346–9348. 9369–9388——Explanation in regard to the prices of 16 *s.* 3 *d.* for the materials for the new marine tunic, and 17 *s.* 4 *d.* for the made-up tunic, as tendered by Messrs. Hebbert; cost of the old tunic adverted to hereon, *ib.* 9353. 9389–9411——Circumstance of 560 tunics supplied by Messrs. Dolan having passed the inspection at Deptford, on the 3d August, *ib.* 9365–9367——As regards the prices for the red cloth for the tunics contracted for by Messrs. Hebbert, witness declines, of himself, to give such information as would show the profit calculated, *ib.* 9407–9414

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Tunics (*Marines*)—continued.

——Witness objects to give any statement showing the profit on the tunics, *Bischoff* 9415.

Scale of measurement for tunics under Messrs. Hebbert & Co.'s contract, *App. p.* 615 —— Scale of materials for tunics, *ib.* 618——Scale of articles required in materials for every 25 tunics, *ib.* 621, 622.

See also *Red Cloth* (*Marines*). *Surplus Materials*, 1.

Turkish Contingent. Return of the prices paid for the various articles of clothing supplied for the year 1854–5, *App. p.* 504.

Turner, John. (Analysis of his Evidence.)—Member of the firm of John Turner & Sons, makers of kerseys, serges, &c., near Halifax, 4019–4021——Agreement between witness and Messrs. Hebbert & Co. for the supply to them of from 8,000 to 10,000 yards of kersey, and 14,000 yards of serge, at prices satisfactory to witness, 4022–4027——The pattern for this supply, which was one of witness's own make, was furnished by Messrs. Hebbert, 4028. 4035–4037——Witness had previously supplied Messrs. Dolan & Co. with kersey similar to that supplied to Messrs. Hebbert, and according to the same pattern, 4029–4033. 4085——The supply to Messrs. Hebbert was fully equal to the pattern, 4034. 4040.

Evidence relative to the rejection, at Deptford, of a great portion of the kersey manufactured by witness; belief that three pieces of similar quality were, in the first instance, passed, 4041 *et seq.*——This kersey was fully equal in quality to that supplied to Messrs. Dolan, and was of greater weight, 4047–4052. 4062, 4063. 4084. 4095–4100 ——There was scarcely any complaint in regard to the kersey supplied to Messrs. Dolan; in three years there were probably not more than 20 pieces returned, 4053. 4082, 4083. 4089——Circumstance of witness having felt bound to take back the rejected goods, and to give a fresh supply, 4054, 4055. 4101–4107.

Explanation as regards the stains on the rejected kersey, that it is impossible to make kersey without stains, and as regards the use of chalk, that it has necessarily always been used in order to get the stains out, 4057–4077. 4088. 4148——Letter from Messrs. Hebbert to witness, on 1st July, and reply of witness thereto, in justification of the rejected goods, 4104 —— Statement as to witness having supplied kersey which nearly all passed the inspection at Weedon, 4104. 4109–4115——Much more satisfactory practice in the case of goods made by witness for merchants than for Government, 4108. 4131, 4132. 4151–4170——Different inspection at Weedon and at Deptford; preference given to the former, 4116–4132.

Groundlessness of the charge of imposition in regard to the supply of kersey, 4133 —— Belief that Messrs. Hebbert have been very severely treated; injustice of rejecting all the kersey because of stains on a few pieces, 4134–4150 —— Complaint in regard to the damage done to rejected kersey by improper care or treatment in the Government stores, 4170–4179. 4185. 4268–4270——Further statement in regard to the receipt of the kersey pattern from Messrs. Hebbert, 4188–4194. 4198, 4199.

Further reference to the question of three pieces of kersey having been received at the first inspection; misapprehension hereon, 4204–4208. 4214–4216——Witness objects to mention the price paid by Messrs. Hebbert for the kersey, 4217–4219—— Further statement as to the pattern and supply being similar to the pattern and supply under Messrs. Dolan's contract; explanation hereon in regard to the weight not being specified under the last-named contract, whilst it is specified in Messrs. Hebbert's case, 4220–4231. 4234–4240. 4274–4278 —— Further evidence as to the impracticability of making all kersey without stains, and as to the unreasonableness of uniform exemption from stains being required, 4241–4267——Effect of a damp or dry state of weather upon the weight of kersey, 4271–4273.

U.

Undue Influence. See *Bribery and Undue Influence. Marine Clothing*, I. 13, 14. *Wetherall, Colonel.*

V.

Valises (*Cavalry*). Specification and memorandum to be attended to by the contractors in the supply of red valises for the cavalry, *App. p.* 521.

W.

Walker, John. (Analysis of his Evidence.)—Manufacturer of red cloth at Mirfield, 4718–4720 —— Arranged to supply Messrs. Hebbert & Co. with about 6,000 yards of red cloth according to a given pattern; produces the order, dated 2 December 1856, 4721–4723. 4750–4754——Named his own price, which he considered was such as to admit of fair and honest dealing in the matter, 4724, 4725 —— Has heard, through Messrs. Hebbert, that

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Walker, John. (Analysis of his Evidence)—*continued.*

that the cloth was rejected at Deptford, and that some of the pieces were light, 4726, 4727. 4761-4765. 4786-4796.

Witness delivers the cloth undyed to Messrs. Hebbert, and is not responsible for any defect in the colour, 4728, 4729. 4766, 4767. 4797 —— For about 17 years witness supplied Mr. Purchon, of Leeds, with cloth similar to that in question, and had only six pieces returned during that time, 4730-4745——Belief that practical men would not have rejected the cloth which was rejected at Deptford, 4746-4749.

Delivery by witness of the whole of the first order by the 7th March, 4755, 4756 ——Statement as to witness having taken a second order from Messrs. Hebbert in April, at an increased price of 6 *d.* a yard; this is to be better than the pattern, 4757-4760. 4776-4785. 4798, 4799——Examination to which the cloth was submitted by Messrs. Hebbert; it having been accepted by them, and having been equal to the pattern, witness could not subsequently be asked to take it back, 4766-4775. 4800——Witness is positive that the first supply was equal to the pattern, 4769. 4775. 4798, 4799——Reasonableness of Messrs. Hebbert's application to the Admiralty for increased time for supplying the red cloth, 4801, 4802——Quantity of wool in each yard of this cloth, 4803.

Watling, Sergeant John. See *Wolrige, Lieutenant Quartermaster Ambrose, &c.*

Wear of Clothing. See *Payment of Contractors. Test of Quality.*

Weedon. The clothing depôt at Weedon is to be abolished next year, when the only main depôt is to be in London, *Ramsay* 199——Witness is principal military storekeeper and superintendent of army clothing at Weedon; outline of his duties, *Elliott* 847-849. 852-858 —— Commenced his duties in December 1855, *ib.* 850, 851——General course adopted in the receipt, inspection and issue of clothing and boots, *ib.* 859. 866——Practice in regard to reports by witness to the War Department relative to defective supplies; in certain cases only does he report, *ib.* 894. 898-909. 919——Witness has official charge of the approved supplies only, *ib.* 951-954.

Particulars as to the Weedon storehouses; convenient situation and good character thereof, *Caffin* 1166-1173——Facilities for extending storeroom at Weedon, *ib.* 1272-1274——Doubt as to any portion of the buildings at Weedon being used other than as originally intended, *ib.* 1174-1184——Statement relative to the powder magazines at Weedon; question as to the expediency of converting them into ordinary storerooms, *ib.* 1185-1283——Precautions against danger from the proximity of the powder magazines to the other buildings at Weedon, *ib.* 1185-1192. 1196-1198.

Reference to buildings at Weedon not occupied as storerooms; question as to the expediency of converting the prison or powder magazine into storehouses, *Elliott* 1680-1690. 1694-1698——The establishment will be removed in the course of next year, and Weedon will thenceforth be used only as a large reserve-store, *Ramsay* 1827-1829. 1841, 1842. 1849.

Sundry papers relating to the conduct of the establishment, *App. p.* 490 *et seq.*—— Statement showing the amount of certificates passed for payment, between the 19th December 1855 and 31st March 1857, with the amount of salaries, wages, and allowances, forming the total expense of the establishment during the same period, and also the amount paid for carriage and freight of stores for the same period, *ib.* 496——The salaries, wages, and allowances amount to 2*l.* 3*s.* 8½*d.* per cent. on the value of stores, *ib.*——Return of the names of the foremen, viewers, artificers, labourers, and females employed at Weedon, stating the wages in each case, *ib.* 496, 497——Return of the names of officers, clerks and inspectors, with the salary in each case, *ib.* 498.

See also *Bribery and Undue Influence,* II. *Inspection,* I. IV. *Rejections,* 1.

Weight of Cloth (*Marine Clothing*). As regards rejections on the score of light weight, the same did not apply to the tunics or made-up clothing supplied by Messrs. Hebbert & Co., *Grant* 2396-2400——Practice in regard to the weighing of the clothing materials; explanation hereon that the made-up tunic is never weighed; *Stransham* 2435-2438. 2476-2492.

Difference in the weight of the same pieces of cloth accordingly as they are damp or dry, the weather exercising a material effect, *Smith* 2975, 2976. 3061-3064. 3069-3072; *Turner* 4271-4273; *Clarkson* 4532-4536; *Addyman* 5199, 5200. 5276-5279——Belief as to some cloth which was deficient in weight having been supplied by Messrs. Hebbert in a damp state, *Smith* 2987. 3057. 3073-3075——Opinion that the store at Deptford is damp, and consequently favourable to the contractors on the score of weight, *Wolrige* 3205——The weight is, to a certain extent, a test of the cloth, *ib.* 3251——A supply rejected on the score merely of deficient weight may be again sent in, and if the weight be rectified would be passed, *ib.* 3268. 3348.

A deficiency in weight is considered sufficient of itself to cause rejection, *Wolrige* 3302-3310——Exceptional instances of rejection of Messrs. Hebbert's goods on the ground merely of deficiency of weight, *ib.* 3334-3341——Belief as to the card attached to each piece of cloth representing the statement of the contractor in regard to the weight,

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Weight of Cloth (*Marine Clothing*)—continued.

Wolrige 3381–3386——Explanation that in the case of the cloth supplied by Messrs. Hebbert, there was no deceptive statement of the weight, *ib.* 3605–3608.

No weights whatever were attached to the pieces of cloth when delivered, but they were all believed to be of fair average weight, *Bischoff* 3836——Illustration, as shown by the effect of dampness, of the injustice of rejecting a piece of cloth weighing 70 pounds, if it be six or eight ounces short, *ib.*——Comment on the rejection of 300 pairs of serjeants' stockings, which were only $\frac{1}{288}$th part light in weight, *ib.* 3836, 3837.

Means of compressing or shortening a piece of cloth, with a view to increasing its weight, *Clarkson* 4514–4521——Necessity of damping cloth before pressing it; it is not weighed by the manufacturer in that state, *ib.* 4523–4529. 4567, 4568; *Addyman* 5276–5279——Practice in the trade, when weight is required, to weigh the cloth when it is dry, *Clarkson* 4567, 4568——Slight variation in the weight is not any important element in the price, *Addyman* 5206–5208.

Witness at first considered that the weight was to be calculated at the rate of 37 inches to the yard, and had received some cloth on that understanding, but was undeceived before he forwarded any to Messrs. Hebbert; what he did forward was weighed at the rate of 36 inches to the yard, *Addyman* 5240–5245. 5248–5252. 5298——Statement as to Mr. Smith not allowing for the weight of the fag-ends of each piece of cloth, *Addyman* 5268–5270; *Crocker* 5352–5356. 5401–5403——If a few light pieces are counterbalanced by pieces over-weight, witness does not consider it any part of Mr. Smith's duty to cause the rejection of the whole, *Crocker* 5443–5446. 5465–5480——The goods forwarded to London from Messrs. Hebbert's establishment at Leeds are generally weighed by witness before delivery at Deptford, *Biden* 5509–5511——Impropriety of rejecting good cloth on account of a slight deficiency in weight, *Cross* 8659–8666.

Wesley, Colonel. (Analysis of his Evidence.)—Deputy Adjutant-general of the Royal Marines, 2777——Was told by Colonel Stransham that Colonel Wetherall had cautioned him on the 27th April to be careful about his rejections of clothing on that day, 2778, 2779—— Considered that Colonel Wetherall's object was to influence Colonel Stransham, but did not think it necessary to take any official notice of the matter, 2780–2787.

Wetherall, Sir George Augustus, K.C.B. (Analysis of his Evidence.)—Adjutant-general of the Forces, 668——Has no responsibility in regard to the supply of army clothing, 669. 676. 698——Sir Thomas Troubridge, who is attached to witness's department, is not responsible in any way, 670. 678——Patterns are submitted by Sir T. Troubridge or witness to the Commander-in-Chief for his approval, but the option of adopting them rests with the Secretary of State for War, who considers the expense, and lays them before the Queen for approval, 670–675. 703–708.

Practice in regard to complaints from the commanding officers of regiments as to the inferiority of the clothing, 677. 686–694. 749, 750——The War Department performs the same duty that the Board of general officers used to do in considering complaints, 677. 681–683. 812. 814——The soldier has no security under the present system; nature of his security when the supply was by the colonels of regiments, 679–685. 742 *et seq.* 800–804. 830——System of inspection under the old and new systems, 681–683. 690. 742. 747, 748. 756–774. 782, 783. 788–790. 812–818——The new system was only commenced on the 1st April, and the results cannot yet be given, but there have been one or two complaints, one of them from Malta, 688. 691, 692. 718, 719. 836–842.

Delay in furnishing this year's clothing, 695, 696. 730. 735–737——As regards the several journeys of the cloth and clothing to and from Weedon, witness has no cognizance of the matter, 697, 698. 710, 711. 722, 723——In the event of the clothing of a regiment in the colonies being inferior, the complaint must be made to the War Department, the regiment of necessity wearing the clothing in the meanwhile, 700–702. 709——Advantage if there were a store in Dublin for supplying the army in Ireland, 712——Impracticability of having the cloth made up in each regiment by its own tailors, 713. 720, 721——A small part only of the clothing requires to be re-made after reaching the regiment, 714–716.

Various alterations in the pattern, &c. of the clothing under the new system, 724–726——Greater delay in the delivery or safe arrival of the clothing under the new system than when the supply was forwarded by the colonels or contractors, 730–741——The War Department now sends the clothing; the clothier did so formerly, 738–740. 808–810——Particulars as to the practice under the old system with a view to goodness of quality and punctuality of delivery, 742–746——Rare complaints against the great coats formerly supplied, 751–753——Compensation to the soldier under the old system if the clothing proved inferior, 756–759. 800–804.

Advantages of the former system of a Board of general officers to examine the cloth and decide complaints rather than of the present reference to the Minister for War, 759–774——Doubt as to the advantage of separate contracts for the cloth and the making up, 776——As regards the much larger proportion of rejections under the present than the former system, witness draws an inference therefrom in favour of the supply by the

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Wetherall, Sir George Augustus, K. C. B. (Analysis of his Evidence)—*continued.*

the colonels, 777–791——Advantage of the personal and immediate interest formerly taken by the colonels in the goodness of the clothing, 790, 791. 797–807. 818.

In abolishing the old system, the colonel's profits were commuted into an allowance of about 450*l.* a year, 792–796——Advantage of the individual responsibility of the colonel, 797, 798. 805–807——Practice in regard to complaints under the old system, 798–804. 811, 812——Great improvement if the colonel were empowered to examine the clothing, and if the appeal did not lie to the department which supplied it, 812. 815–818. 830, 831.

Explanation as to the inferiority of the cloth under the old system; this was not the fault of the colonels, 819–824——Advantage in looking to good quality rather than cheapness, 825–827——The colonel or contractor formerly bore the expense of rejected or lost clothing; the expense of lost clothing now falls on the public, 832–835——Equal facility probably under the new as under the old system for obtaining immediately a large supply, 843–846.

Wetherall, Colonel Charles. (Analysis of his Evidence.)—Has been 44 years in the army; nature of his services, and marks of distinction received for them, 2788–2800——Explanation of the circumstances under which witness accompanied two members of the firm of Messrs. Hebbert & Co. to the inspection at Deptford on the 27th of April last, 2801–2803. 2826–2844. 2958–2960——Before going to Deptford a letter was written by Mr. Bischoff, at witness's suggestion, in order that an interview might be obtained with the Board of Inspection, in the event of Messrs. Hebbert's goods being examined, and of any difficulty arising, 2801–2803. 2826–2836. 2858, 2859.

Previously to the 27th April, Messrs. Hebbert & Co. had reason to believe that a subordinate at Deptford had exercised an undue influence in regard to rejections of their goods by the Board of officers; hence their wish for an interview with the Board, 2803——Conversation between witness and Colonel Stransham at Deptford before the inspection on 27th April; in the remarks which witness used on this occasion, his object was not in any way to intimidate or influence Colonel Stransham in the performance of his duties, but, as a friend, to represent to him that there were grounds for apprehending undue influence on the part of a subordinate, and that he should therefore be the more careful to act solely on his own judgment, 2803–2805. 2822–2825. 2939. 2943, 2944.

Witness has heard from Mr. Biden and Mr. Crocker, who are in the employment of Messrs. Hebbert, from a Mr. Ludlow, and from several other persons whom he cannot particularise, that undue influence has been exercised by a subordinate at Deptford, of the name of Smith, 2803. 2806–2821. 2860–2869. 2923.

Witness has no connexion with the firm of Hebbert & Co. beyond that of intimate friendship with two of its members; explanation hereon as to having been employed in conducting the correspondence of the firm during the pressure at the time of the late war, 2839–2844. 2848–2853. 2900–2922. 2928–2932. 2945–2957——In speaking to Colonel Stransham witness never could have identified himself with the firm, and did not make use of the expression "our firm," 2845–2857.

Examination as to the data on which witness concludes that Mr. Smith has power to exercise an undue influence in regard to rejections by the Board of officers, and that he exercises that power; personally witness knows nothing of Mr. Smith or his practices, 2858–2899. 2923–2927——Favourable professional opinion obtained by Messrs. Hebbert in regard to some cloth rejected at Deptford, 2879. 2891–2899——Witness is one of the sureties under Messrs. Hebbert's contract, but has no interest whatsoever in the contract, 2933–2938——During the war witness saw instances of flagrant imposition under the contract system, 2939–2942.

Wetherall, Colonel. Statement as to Colonel Charles Wetherall having, previous to the inspection on the 27th April, told witness to be careful in his rejections on that day, *Stransham* 2590–2593——Witness, in replying to Colonel Wetherall, said that his opinion was honest, which was more than Colonel Wetherall's goods were; no notice was taken of this reply, *ib.* 2592. 2627–2632——Impropriety of this step on the part of Colonel Wetherall; belief that it was an attempt to intimidate witness in the performance of his duties, *ib.* 2594. 2611–2613——Colonel Wetherall seemed to identify himself with Messrs Hebbert & Co., and in speaking of them used the terms "the firm," or "our firm," *ib.* 2614–2622.

Witness mentioned Colonel Wethe all's remarks to the committee of inspection, and also reported the matter to the Commandant at Deptford, *Stransham* 2620, 2621. 2624–2626. 2634, 2635——It is with much reluctance that witness brings forward the remarks of Colonel Wetherall, *ib.* 2631, 2632——He has since avoided any communication with Colonel Wetherall, *ib.* 2632. 2639——He mentioned the circumstance to Mr. Baring previous to his present examination, *ib.* 2636, 2637——He has also mentioned the matter in the office of the Deputy Adjutant-general of Marines, *ib.* 2637.

Further statement as to witness having considered it his duty to report to the Commandant his conversation with Colonel Wetherall; this was a day or two after its occurrence,

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rence, *Stransham* 2681–2684. 2694——Explanation as to witness having had an interview with Mr. Baring, and having been summoned to attend the Committee, *ib.* 2685–2695 ——Reason why witness has not communicated with Colonel Wetherall in regard to the matter being brought before the Committee, *ib.* 2690–2695 ——Absence of impropriety on the part of Colonel Wetherall if he had spoken to witness after instead of before the inspection, *ib.* 2697–2699——Further opinion as to Colonel Wetherall's object having been to intimidate, or rather to influence witness, *ib.* 2700, 2701.

Witness was told by Colonel Stransham on the 27th April, that Colonel Wetherall had cautioned him (Colonel Stransham) to be careful about the inspection of clothing on that day, *Brown* 2713, 2714. 2724; *Hopkins* 2752; *Langley* 2765–2771; *Wesley* 2778, 2779 ——Reason why witness did not take any steps in the matter, although he considered Colonel Wetherall's communication with Colonel Stransham irregular and inappropriate, *Brown* 2715–2722. 2725, 2726. 2740, 2741——Colonel Wetherall once told witness that he was connected with the firm of Hebbert & Co., *ib.* 2718, 2719. 2729——Reference to a conversation between Colonel Wetherall and witness, when the former suggested that there should be a professional opinion in regard to deficiency of quality of marine clothing, *ib.* 2728–2730——Witness considers the remark of Colonel Wetherall to Colonel Stransham incorrect, as coming from a person said to be connected with the contractors whose goods were about to be inspected, *Hopkins* 2753–2763 ——Witness considered that Colonel Wetherall's object was to influence Colonel Stransham, but did not think it necessary to take any official notice of the matter, *Langley* 2772–2776; *Wesley* 2780–2787.

Explanation as to Colonel Charles Wetherall having been employed by witness's house some four or five years ago to conduct their correspondence; he has never had any other connexion with the house, *Bischoff* 2070. 3984–3994.

Conversation between witness and Colonel Stransham at Deptford before the inspection on the 27th April; in the remarks which witness used on this occasion, his object was not in any way to intimidate or influence Colonel Stransham in the performance of his duties, but as a friend to represent to him that there were grounds for apprehending undue influence on the part of a subordinate, and that he should, therefore, be more careful to act solely on his own judgment, *Colonel Wetherall* 2803–2805. 2822–2825. 2939. 2943, 2944——Witness has no connexion with the firm of Hebbert & Co., beyond that of intimate friendship with two of its members; explanation hereon as to his having been employed in conducting the correspondence of the firm during the pressure at the time of the late war, *ib.* 2839–2844. 2848–2853. 2900–2922. 2928–2932. 2945–2957. ——In speaking to Colonel Stransham, witness never could have identified himself with the firm, and did not make use of the expression "our firm," *ib.* 2845–2857—— Witness is one of the sureties under Messrs. Hebbert's contract, but has no interest whatever in the contract, *ib.* 2933–2938.

Colonel Wetherall, in being one of the sureties for 3,000 *l.*, has no beneficial interest whatsoever in the contract, *Bischoff* 3979–3982.

White Cloth. See *Kersey.*

Width of Cloth (*Marine Clothing*). Explanation as to a deficiency in the width of some cloth for serjeants' tunics, which had passed the inspection on the 25th April, *Wolrige* and *Watling* 3209–3215. 3220——The breadth of each piece of cloth should be 54 ¾ inches, *Smith* 7862–7864.

Wolrige, Lieutenant Quartermaster Ambrose, and *Serjeant John Watling.* (Analysis of their Evidence.)—(*Mr. Wolrige.*) Is Lieutenant and Quartermaster of the Woolwich Division of Royal Marines; was present at the inspection of clothing at Deptford on the 13th February, the 16th March, and the 9th and 25th April last, 3076, 3077——(*Mr. Watling.*) Is Serjeant and Master Tailor of the Woolwich Division of Marines; was present at the surveys of marine clothing in February, March and April, 3078, 3079—— Patterns of the clothing are sent to witness from Deptford, which he singes and scrapes and compares with the sealed patterns, 3080.

(*Mr. Wolrige.*) The privates' red cloth, inspected on the 13th February, was rejected, as not being equal to the pattern, in quality or colour, and because one-third of the pieces were under-weight, 3081–3087——The cloth was weighed in witness's presence, 3088–3090——Some scarlet cloth for serjeants' tunics was rejected on the 13th February, as deficient in quality, 3091–3093——(*Mr. Wolrige* and *Mr. Watling.*) Production of the sealed pattern for the scarlet cloth, and of a piece of the rejected cloth, 3094–3098 ——(*Mr. Wolrige.*) The rejections were not in any way consequent upon representations by Mr. Smith, 3099.

On the 16th March, some scarlet cloth for serjeants' tunics was passed, which had been delivered in lieu of that rejected on the 13th February, 3100–3104——Much better quality of the scarlet cloth received on the 16th March than of that previously rejected; small piece of each supply produced and adverted to hereon, 3102–3112 ——(*Mr. Watling.*) On the 16th March, an agent of Messrs. Hebbert & Co. said that the accepted scarlet cloth had cost 4 *s.* a yard more than the rejected cloth; the latter was worth about 12 *s.* a yard, 3113–3118.

(*Mr.*

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Wolrige, Lieut. Quartermaster A., and *Serj. J. Watling.* (Analysis, &c.)—*continued.*

(*Mr. Wolrige* and *Mr. Watling.*) On the 9th April, 66⅔ yards of white kersey were received, though not quite equal to the pattern; but notice was given to Messrs. Hebbert's agent, Mr. Biden, that any further supply of the same quality would not be received, 3119-3129——(*Mr. Wolrige.*) As regards the supplies of Messrs. Hebbert, inspected on the 25th April, it was the decided opinion of witness and the other inspecting officers, that the quality generally was of an inferior stamp, 3130-3133——Belief as to some privates' red cloth, which had been rejected, having been submitted again in made-up tunics, 3134-3136——Statement as to some black-grey cloth for trousers, which was not rejected, having been delivered by the contractor in a damp state; belief that this was part of Messrs. Hebbert's supply, and that it arrived on the morning of the inspection, the 25th April, 3137-3142. 3158-3164. 3216-3219.

(*Mr. Wolrige* and *Mr. Watling.*) Particulars as to some stains in white kersey having been rubbed over with some whitening substance, and as to Messrs. Hebbert's agent having said he could not account for it, 3143-3157——(*Mr. Wolrige.*) Statement as to some damaged cloth having been rejected, and some received, the damage being made good by the contractor, 3165-3174——The rejection of 800 duck frocks on the 25th April was in consequence of the duck being watered or calendered, 3175-3180——Explanation as to the rejection of some drummers' shakoes, 3181-3183.

Delay and inconvenience as regards the completion of the marines' clothing for the present year in consequence of the time taken in the inspection of the faulty articles sent in by Messrs. Hebbert, 3184-3188——Personal convenience to the Board of officers if they can receive the clothing, 3189——The only interest by which witness and the other members of the Committee are guided, is the protection of the soldier and the interest of the service, 3190-3200.

Witness has for seven years always been present at the Board, and has attended 30 surveys, 3201-3204. 3460——Opinion that the store at Deptford is damp, and consequently favourable to the contractors on the score of weight, 3205——The contractors have nothing to do with the cloth after delivery into store, 3207——Varying time for which the cloth may be in store before inspection, 3208.

(*Mr. Wolrige* and *Mr. Watling.*) Explanation as to a deficiency in the width of some cloth for serjeants' tunics, which had passed the inspection on the 28th April, 3209-3215. 3220——(*Mr. Watling.*) Practice in regard to witness being called upon to make good any defects in the making-up of trousers, &c.; nominal expense on this score, 3221-3231. 3236——Way in which it is to the interest of witness that the quality of the cloth should be good, 3225-3232——Superior quality required under the patterns of cloth lately adopted, 3233-3235.

(*Mr. Wolrige.*) Particulars as to the last supply from Messrs. Dolan having been entirely rejected for deficiency in weight, 3237-3252——The weight is, to a certain extent, a test of the cloth, 3251——(*Mr. Watling.*) Practice of witness in regard to the singeing and examination of the patterns; he does not test by acids, 3253-3260——Any defect discovered by witness is reported at the Board of Inspection; his opinion has never been questioned, 3261-3263.

(*Mr. Wolrige.*) Examination as to the practice of rejecting supplies of any article in the aggregate for short weight, even though the greater part of such supplies may be of the proper weight, or even over weight, and may counterbalance the deficiency of weight on the smaller portion, 3264-3271. 3273 *et seq.*——Data and instructions upon which witness considers it his duty to reject supplies in the aggregate on account of a partial deficiency of weight, 3265-3271. 3288 *et seq.*——(*Mr. Watling.*) Except in the case of Messrs. Hebbert's contract, witness has rarely, if ever, had to report against the quality of the cloth as tested by the singeing, &c., 3272.

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